

**BYLAWS
OF
SILVER PONDS PROPERTY OWNER'S ASSOCIATION, INC.**

These Bylaws are hereby adopted as the bylaws of the Silver Ponds Property Owner's Association, Inc. (the "Association").

**ARTICLE I
OBJECT**

1. The Association shall be a nonprofit corporation.
2. The purpose for which this Association is formed is to govern the property that has been submitted to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements of Silver Ponds to be recorded in the Records of the Clerk and Recorder of El Paso County, Colorado (the "Declaration"). Terms defined in the Declaration shall have the same meanings herein unless otherwise defined.
3. All present or future Owners and any other person that might use in any manner the Common Area described in the Declaration shall be subject to the provisions of these Bylaws. The mere acquisition or rental of any of the Lots or the mere act of occupancy of any of said Lots will signify that these Bylaws are accepted, ratified and will be complied with.

**ARTICLE II
MEMBERSHIP, VOTING, MAJORITY
OF OWNERS, QUORUM AND PROXIES**

1. **Membership.** Membership in the Association shall be as set forth in the Articles of Incorporation of the Association and the Declaration. Such membership shall terminate without any formal Association action whenever a Person ceases to be the Owner of a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during such ownership and membership in the Association, or impair any rights or remedies that the Owners have, either through the Board of Directors of the Association or directly, against such former Owner and Member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.
2. **Voting.** Each Member shall have the vote(s) appurtenant to the membership as described in the Declaration.
3. **Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding ten percent (10%) of the votes entitled to be cast shall constitute a quorum. Unless otherwise specifically provided by the Declaration, the Articles of Incorporation of the Association, or these Bylaws, all matters coming before a meeting of Members at which a

proper quorum is in attendance, in person and/or by proxy, shall be decided by the vote of a majority of the votes validly cast at such meeting.

ARTICLE III ASSOCIATION MEETINGS

1. Association Responsibilities. The affairs of the Association shall be managed by its Board of Directors (hereinafter referred to as the "Board").
2. Place of Meeting. Meetings of the Association shall be held at such place within the State of Colorado as the Board may decide.
3. Annual Meeting. The annual meeting of Members of the Association shall be held on the second Tuesday in May of each year commencing in 1997. At such meeting there shall be elected by ballot of the Members a Board of Directors according to the requirements of Section 4 of Article IV of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.
4. Special Meetings. The President may call a special meeting of the Members upon his own initiative or as directed by resolution of the Board or upon receipt of a petition signed by at least ten percent (10%) of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of a majority of the Members present, either in person or by proxy. Any such meetings shall be held within thirty (30) days after receipt by the President of such resolution or petition at such place and time as the President shall decide.
5. Notice of Meetings. The Secretary shall cause to be mailed or delivered a notice of each annual or special meeting, stating the purpose of it and the time and place it is to be held, to each Member of record, at the registered address of each Member, at least ten (10), but not more than fifty (50) days before such meeting. The mailing of a notice in the manner provided in this Section or the delivery of such notice shall be considered notice served, and the certificate of the Secretary that notice was duly given shall be prima facie evidence of it.
6. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting, to a time not less than forty-eight (48) hours from the time the original meeting was called.
7. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call and certifying proxies
- (b) Proof of notice of meeting or waiver of notice

- (c) Reading of minutes of preceding meetings
- (d) Reports of Officers
- (e) Reports of Committees
- (f) Election of Directors
- (g) Unfinished business
- (h) New business
- (i) Adjournment

8. 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 of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot.

ARTICLE IV **BOARD OF DIRECTORS**

1. Number and Qualification. The initial Board shall have at least one (1) member who shall be appointed by the Declarant. At the first annual meeting after the reserved rights of Declarant to appoint and remove officers and directors of the Association terminates (as provided in the Declaration), there shall be elected from the Members of the Association a new Board who shall govern the affairs of this Association until their successors have been duly elected and qualified, the number of which shall be not fewer than three (3) and not more than seven (7). To be eligible to be a member of the Board of Directors, a person must be (i) an Owner, (ii) an officer or director of a corporate Owner (iii) a general partner of a partnership (general or limited) Owner, (iv) a manager or member of a limited liability company Owner or (v) an officer or director of any other entity Owner, or (vi) such person as may be designated by Declarant, which person need not be an officer or director of the Declarant.

2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property. Such powers and duties of the Board shall include all powers and duties of the Board and the Association set forth in the Declaration and shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Lots:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the Bylaws of the Association and supplements and amendments thereto.

(b) To establish, make and enforce compliance with the Rules and Regulations as may be necessary for the operation, use and occupancy of all of the Lots with the right to amend the same from time to time. A copy of the Rules and Regulations shall be delivered or mailed to each Member upon the adoption thereof.

(c) To incur such costs and expenses as may be necessary to keep in good order, condition and repair the Common Areas and all of the areas in the Property required to be maintained by the Association.

(d) To obtain and maintain all insurance required or permitted under the Declaration or otherwise deemed advisable by the Association.

(e) To prepare a budget for the Association in the manner set forth in the Declaration to determine the amount of the annual assessments payable by the Owners to meet the common expenses of the Common Area and to allocate and assess such common expenses among the Owners as set forth in the Declaration and to adjust, decrease or increase the amount of the annual assessments and to levy and collect special assessments.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a Member as is provided in the Declaration and these Bylaws. The Board shall have the duty, right, power and authority to suspend the voting rights of any Member in the event that any assessment made remains unpaid more than thirty (30) days from the due date for payment of it. Such voting rights may also be suspended for a period not to exceed sixty (60) days for infraction of the Rules and Regulations of the Association.

(g) To borrow funds to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board may deem necessary or advisable and, upon the consent of the Members at an annual meeting or a special meeting called for such purpose, to give security therefor. The persons who shall be authorized to execute promissory notes and security instruments on behalf of the Association shall be the President or Vice President and Secretary or Assistant Secretary.

(h) To enter into contracts to carry out its duties and powers and to hire and fire all personnel necessary for the operation, maintenance, repair and replacement of the Common Areas and other areas for which the Association is responsible under the Declaration.

(i) To establish a bank account or accounts for the common treasury and for all separate funds of the Association that are required by the Declaration or that may be deemed advisable by the Board.

(j) To make repairs, additions, alterations and improvements to the Common Area and other areas required or permitted to be maintained by the Association.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to allow examination thereof at any reasonable time by each Member and First Mortgagees of Lots, and to cause a certified public accountant to prepare a compilation or review financial statement of the books and records of the Association at the end of

each fiscal year. At the option of the Board, an annual review or audited financial statement may be required.

(l) To prepare and deliver annually to each Member the reports prepared under subsection (k) above.

(m) To meet at least annually.

(n) To supervise all officers, agents and employees of this Association, and to see that their duties are properly done;

(o) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot;

(2) Send written notice of each annual assessment to every Owner subject thereto in the manner and at the times set forth in the Declaration; and

(3) Foreclose the lien against any Lot for which assessments are not paid within ninety (90) days after the due date or bring an action at law against the Owner personally obligated to pay the same;

(p) Subject to the provisions of the Declaration: to issue or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether any assessment has been paid; a reasonable charge may be made by the Board of Directors for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment to that person who relies thereon to his detriment;

(q) To cause all officers and employees having fiscal responsibilities to be bonded, if and as it may deem appropriate;

(r) Employ the services of a manager or managing agent, or both, and such independent contractors or other employees as they deem necessary, and delegate any of their duties to such persons; provided, however, when so delegated, the Board of Directors shall not be relieved of its responsibilities under the Declaration, the Articles of Incorporation or these Bylaws; and

(s) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable to carry out the governing and the operation of the Common Areas.

3. No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declaration, the Articles of Incorporation, these Bylaws or the Rules and

Regulations adopted pursuant hereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the managing agent shall have the right to enforce the same thereafter.

4. Election, Term of Office and Compensation. Except as is otherwise provided by these Bylaws, the Directors shall hold office for a term of three years or until their successors have been elected and hold their first meeting. The terms of the Board of Directors elected at the first annual meeting of the Board held after the reserved rights of the Declarant to appoint and remove officers and directors of the Association terminates shall be staggered with 1/3 of the members being elected for three (3) years, 1/3 of the members being elected for two (2) years and 1/3 of the members being elected for one (1) year. If the number of directors established by the Association is not divisible by three, then the terms of the initial members of the Board shall be appropriately adjusted to provide for the staggered terms. For example, if the number of directors established is five, then two shall be elected for three years, two for two years and one for one year. As the terms of such members of the Board expire, their successors shall be elected for terms of three (3) years. No Director shall be entitled to receive any compensation for the performance of his duties, but shall be entitled to reimbursement for reasonable and necessary expenses incurred by him for the benefit of the Association. 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 (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors before each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the board of Directors as it shall in its discretion decide, but not less than the number of vacancies that are to be filled. 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, although they may constitute less than a quorum. Each person so elected shall be a Director until his successor is elected.

6. Removal of Directors. At any regular or special meeting of Members duly called, any one or more of the Directors may be removed with or without cause by a vote of a two thirds majority of the Members present in person or by proxy at which there is a quorum, and a successor may then be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting before voting thereon.

7. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days following each annual meeting of the Members at such place as shall be fixed

by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be decided, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone, facsimile or telegraph, at least five (5) days before the day named for such meeting.

9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone, facsimile or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) or more directors.

10. Waiver of Notice. Before or at any meeting of the Board, 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 shall be a waiver of notice by him of the time and place of it. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

12. Fidelity Bonds. The Board may require that any officer and/or employee of the Association and any managing agent who handles or is responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds, regarding the Association's officers and employees only, shall be a common expense.

ARTICLE V **OFFICERS**

1. Designation. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board, and such assistant officers as the Board shall, from time to time, elect. Except the President, such officers need not be members of the Board of Directors, but each shall be an Owner, an officer or director of a corporate Owner of a Lot in the Property, a general partner in a partnership that owns a Lot, a member or manager of a limited liability company that owns a Lot, or the Declarant or its representative(s), if

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

2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

3. Resignation, Removal, Vacancies, and Multiple Offices. Any officer may be removed from office with or without cause upon a vote of the majority of the Board of Directors at a meeting called for that purpose at which there is a quorum of the Board present. Any officer may resign any time after 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. A vacancy in any office may be filled by appointment by the Board at any regular meeting or special meeting called for that purpose. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners as from time to time he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and shall exercise and discharge such other duties as may be required of him by the Board.

6. Secretary. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their registered addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the number or other appropriate designation of the Lot. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In addition, a list of all First Mortgagees of Lots of which the Board is notified in writing shall be maintained. The records referred to in this subsection may be maintained by a managing agent.

7. Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; provided, however, that when a managing agent has been delegated

the responsibility of collecting and disbursing funds, the Treasurer's responsibility shall be to review the accounts of the managing agent not less often than quarterly.

ARTICLE VI
INDEMNIFICATION OF OFFICERS,
DIRECTORS AND MANAGING AGENT

1. **Indemnification.** The Association shall indemnify every Director and officer, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including attorneys' fees, reasonably incurred by them concerning any action, suit or proceeding to which they may be made parties because of their being or having been a Director or officer of the Association, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In case of a settlement (which must be approved by the attorney for the insurers if paid out of insurance funds), indemnification shall be provided only concerning such matters covered by the settlement and about which the Association's attorneys have advised that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duties as a Director or officer in relation to the matter involved. These rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association because of, arising out of, or concerning the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article VI shall be deemed to obligate the Association to indemnify any Member(s) or Owner(s) of a Lot, who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of such person's status as a Member or Owner in the Declaration, Articles and Bylaws.

2. **Other.** Contracts or other commitments made by the Board of Directors, officer(s) or the managing agent shall be made as an agent for the Association, and they shall have no personal responsibility on any such contract or commitment.

ARTICLE VII
AMENDMENTS

These Bylaws may be amended by the Directors at a duly constituted meeting of the Directors for such purpose. The Bylaws may contain any provisions for the regulation or management of the affairs of the Association consistent with Colorado law, the Declaration or the Articles of Incorporation. Amendments to the Bylaws may be recorded in the records of the Clerk and Recorder of El Paso County, but such recordation shall not be a requirement for the validity of such amendments.

ARTICLE VIII
MORTGAGES

1. Notice to Association. A Member who mortgages his Lot shall notify the Association through the Association's Secretary, giving the name and address of his First Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots."

2. Notice of Unpaid Common Expenses. This Association, whenever so requested in writing by a First Mortgagee of a Lot, shall promptly report any then unpaid Assessments due from the Owner of the mortgaged Lot, or any other default by the Owners of a mortgaged Lot, which delinquency in payment or other default is not cured within thirty (30) days from the date of the occurrence.

3. Notice of Default. When giving notice to a Member of a default in paying assessments or other default, the Board shall send a copy of such notice to each holder of a First Mortgage encumbering such Lot if the Association has actual knowledge of said First Mortgage and such First Mortgagee has requested such notice in writing.

4. Examination of Books. Upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00), and upon ten (10) days written notice to the Board or the managing agent of the Association, any Owner shall be entitled to obtain a certificate of status of assessments setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. Current copies of the Declaration, Articles of Incorporation and Bylaws of the Association, Rules and Regulations governing the Association, and other books, records and financial statements of the Association, shall be made available to Owners, First Mortgagees of Lots and insurers or guarantors of any such First Mortgage. Current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and the latest financial statement of the Association shall be available for examination by prospective purchasers of Lots. The word "available," as used herein, shall at least mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

ARTICLE IX
EVIDENCE OF OWNERSHIP,
REGISTRATION OF MAILING ADDRESS AND
DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Any Person on becoming an Owner of a Lot and a Member of the Association shall furnish to the secretary of the Association a copy of the recorded instrument vesting that Person with an interest or ownership in the Lot, which copy shall remain in the files of the Association.

2. Registration of Mailing Address. The Owners or several Owners of a Lot shall have the same registered mailing address to be used by the Association for mailings to Members and/or

Owners of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, limited liability company, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Member or Owner shall be furnished to the Secretary of the Association within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interest of the Owners thereof. Unless otherwise notified by the Owner, the registered mailing address shall be the address of the Lot of such Owner.

3. Designation of Voting Representative - Proxy. If a Lot is owned by one Person, his right to vote shall be established by his record title thereto. If title to a Lot is held by more than one Person, such Owners may execute a proxy appointing and authorizing one Person to attend all annual and special meetings of Members and thereat to cast whatever vote the Owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law.

ARTICLE X OBLIGATIONS OF THE OWNERS

1. Maintenance and Repair.

(a) Except for those repairs for which the Association is responsible pursuant to the Declaration, every Member shall perform promptly, at his own expense, all maintenance and repair work within his Lot as required by the Declaration, or which, if omitted, would affect the appearance or the aesthetic integrity of part or all of the Property.

(b) A Member shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditure incurred by it in repairing or replacing any part of the areas required to be maintained by the Association that is damaged by such Owner's actions or negligence or by the actions or negligence of the guests, invitees, contractors and tenants of such Owner.

2. General.

(a) Each Member shall comply strictly with the provisions of the recorded Declaration, the Articles of Incorporation and these Bylaws and amendments thereto.

(b) Each Member shall always endeavor to observe and promote the cooperative purposes for the accomplishment of the purposes for which the Common Area was created.

3. Rules and Regulations.

The Board reserves the right to establish, make and enforce compliance with such Rules and Regulations as may be necessary for the operation, use and occupancy of the Common Area with the right to amend the same from time to time. Copies of such Rules and Regulations shall be furnished to each Owner prior to the date when the same shall become effective.

ARTICLE XI
ASSOCIATION NOT FOR PROFIT

1. Association Not for Profit. This Association is not organized for profit. No Member, member of the Board, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board, officer or Member; provided, however, that any Member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. The provisions herein are not applicable to the managing agent who shall perform managerial duties and functions according to a written agreement for the compensation stated therein.

ARTICLE XII
DOCUMENT CONFLICT

In the case of a conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws or between the Declaration and the Articles of Incorporation, the Declaration shall control.

ARTICLE XIII
ASSESSMENTS

1. Assessment Procedure in General. As more fully provided in the Declaration, each Member is obligated to pay to assessments which are secured by a continuing lien upon the Owner's Lot. Any assessments which are not paid when due shall be delinquent. Delinquent assessments shall bear interest beginning 30 days following the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may assess a monthly late charge equal to the greater of (i) 10% of the amount of the delinquent amount or (ii) fifty dollars (\$50.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. Interest, late charges, costs and reasonable attorneys' 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 abandonment or leasing of his Lot or by the non use of the Common Area.

2. Special Assessments. Special assessments shall only be assessed as set forth in the Declaration upon a vote of the Board of Directors.

ARTICLE XIV
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Silver Ponds Property Owner's Association, Inc."

ARTICLE XV
MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2. Action By Members of Directors Without a Meeting. Any action required to be taken at a meeting of the Members or Directors of the Association or any action which may be taken at a meeting of the Members or Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the Members or by all the Directors entitled to vote with respect to the subject matter thereof, as the case may be. This consent shall have the same force and effect as a unanimous vote.

3. Notice and Hearing. If a notice and hearing to a Person is required by the Declaration as a condition of enforcement of any rights of the Association or Person under the Declaration, the hearing shall be held before the Board at a time and place specified in a written notice by the Board to the Person entitled to the hearing. The notice shall be in writing and mailed to the registered address of the Owner or to the last known address of the Person entitled to the hearing who is not an Owner. The notice may also be personally delivered to the Person entitled to the hearing. The date for the hearing shall be not less than fifteen (15) days after the notice is mailed or delivered by the Board. If the Person for whom the hearing is to be held is to be represented by legal counsel, the Person shall notify the Board of such fact at least five (5) days prior to the hearing, and if such notice is not given, the Person's legal counsel shall not be permitted to attend the hearing. The Board shall consider such evidence and hear such testimony as it deems appropriate during the hearing. The Person for whom the hearing is held shall have the right to present such evidence and testimony as the Person deems appropriate, although the Board can exclude evidence or testimony that is cumulative or repetitive. The hearing may be recorded if either the Board or the affected Person so desires, but recordation of the proceedings in the hearing shall not be required. Any persons giving testimony at the hearing need not be sworn, although the Board may require that witnesses be sworn. Within five days after the conclusion of the hearing, the Board shall render its decision in writing, which decision shall be final and not subject to appeal. The decision of the Board shall be mailed or delivered to the affected Person. In its decision, the Board may allocate any costs incurred by the Board in connection with the hearing, including legal fees of the Associations attorneys, recording

and transcription costs if the Board has the hearing recorded and any other costs related to the conduct of the hearing. In its notice to the affected Person the Board shall notify the Person of any costs assessed against the Person. If such costs are not paid within 30 days, the Board may impose a special assessment against the Person and his Lot in the manner set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned, being the sole member of the initial Board of Directors of the Association has hereunto set his hand this 1st day of July 1996.


Jon D. Campbell