

Wood Creek..

19.5 **Power of Disapproval.** The Committee may refuse to grant permission to construct, place or make any requested improvement when:

- a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions.
- b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures.
- c) The proposed improvement or any part thereof would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of other owners.

19.6 **Duties of Committee.** The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of the submitted material shall be retained by the Committee, or copies thereof in a reduced form, for its permanent files and the second copy returned to applicant. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

19.7 **Liability of Committee.** Neither the Committee, any agent thereof or the Declarant shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to suitability or advisability of design, engineering, method of construction or the materials to be used.

20. **Size of Dwellings, Garages and Paving.** It is agreed that the minimum size home to be built on the property shall be 1100 square feet (not including the garage). It is further agreed that all homes constructed on the property shall have a minimum of a double car attached garage and an asphalt or concrete paved driveway. No carports will be allowed to be constructed on any lot on the property.

21. **Exterior Construction.** Single family detached dwellings shall conform to the following restrictions:

- a) The finished exterior of every building constructed or placed on any lot may be of aluminum siding or vinyl siding. Provided, however, before application of material other than brick, stone or wood, all exterior and veneer, plus roof materials, will be submitted and approved.
- b) No heat pumps, air conditioning units or gas meters will be installed in or on the front of a dwellings.
- c) If storm doors or windows are installed, they must be painted. No unfinished aluminum windows or doors will be allowed.

- d) All gutters and downspouts other than copper will be painted or coated.
- e) All roof and fireplace flashing other than copper will be painted or coated.
- f) All metal roof or range vents will be painted or coated to blend with roof color. Every effort should be made to locate such vents to the rear of the dwelling.
- g)
- h) Every effort should be made to locate all plumbing vent stacks to rear of the dwelling.
- i) There shall be no carports erected or maintained upon any lot within the Development.
- j) Each dwelling shall be constructed with a two or three car attached garage with paved driveway.

22. Driveways and Sidewalks. All driveways shall be paved simultaneously with construction of the dwellings and the type of construction and materials must first be approved by the Committee.

23. Mailboxes and Lights. All mailboxes shall be in accordance with the standards set forth by the Committee and shall be installed by the builder simultaneously with the construction of the dwelling. All homes shall have a garage light on the exterior of the home which will operate by photocell or similar device from dusk to dawn. Entrances to 52nd Street and Bethel Road shall each be illuminated with one street light installed by Declarant and the maintenance and energy costs shall be the obligation of the homeowners association.

24. Signs. Except for marketing and permanent signs that the Declarant may place at the project entrance or entrances, no sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six (6) sq. ft. may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

25. Garbage and Refuse Disposal. No lot shall be used or maintained as dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in public view.

26. Storage Tanks. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house so that they are completely concealed from view. Underground storage tanks shall conform to Federal, State and local standards of environmental management.

27. Swimming Pools. Only permanent in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring lots. All fencing shall conform to state, county and municipal regulations and shall be of harmonious design to the dwelling and adjoining properties. The use of plantings/screenings in

the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.

28. Enforcement of Restrictions. In the event there shall be any violation or attempted violation of any of these restrictions, it shall be lawful for the undersigned, the association, or for any person owning any real property in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation, but neither the Declarant nor the association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions.

No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these covenants and restrictions.

29. General Provisions. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the owners of lots subject to such restrictions subject to mortgagees' rights set forth in paragraphs 14 and 16 above. Provided, however, that until all of the lots are sold in this subdivision by the undersigned, any such amendment of these restrictions shall require prior written approval of the undersigned. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Marion County Recorder's Office. U.S. Dept. of Housing and Urban Development and U.S. Veterans Administration ("HUD/VA") approval is required as long as there is a Class B Membership for the annexation of additional properties, dedication of Common Area and amendment of the Declaration.

30. Effect of Becoming an Owner. The owners of any lot subject to these covenants and restrictions, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every covenants, restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of Declarant with respect to these covenants and restrictions; and also for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with Declarant and to and with the owners and subsequent owners of each of the lots affected by these covenants and restrictions to keep, observe, comply with and perform such covenants, restrictions and agreements.

31. Titles. The underlined titles preceding the various paragraphs and subparagraphs of the covenants and restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the covenants and restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

32. Severability. Every one of the covenants and restrictions is hereby declared to be independent of, and severable from, the rest of the covenants and restrictions and of and from every other one of the covenants and restrictions, and of and from every combination of the covenants and restrictions.

Therefore, if any of the covenants or restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the covenants and restrictions.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 12th day of August, 1997.

M/I Schottenstein Homes, Inc.,
an Ohio corporation

By: *Bruce Sklar* By: *Cliff White*
BRUCE SKLAR Acting Secy. CLIFF WHITE, President, Div.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared _____ and BRUCE SKLAR, respectively, the President and **ACTING** Secretary of **M/I Schottenstein Homes, Inc.**, who acknowledged execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Wood Creek for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 12th day of August 1997.

My commission expires:

5/14/99

Jennifer M Baker
Jennifer M. Baker, Notary Public
Residing in Marion, County, IN.

This instrument prepared by William F. LeMond, IN Attorney No. 8761-49, 107 N. Pennsylvania St., Suite 901, Indianapolis IN 46204-2444.

**EXHIBIT A - LAND DESCRIPTION
WOOD CREEK SECTION ONE**

Part of the southwest quarter of Section 7, Township 16 North, Range 3 East of the Second Principal Meridian in Pike Township, Marion County, Indiana described as follows:

Commencing at a small nail at the northwest corner of said quarter; thence N 89-30-44 E along the north line thereof 453.99 feet to a 5/8" rebar with yellow plastic cap marked "SCHNEIDER ENG FIRM #0001" on the east line of a tract of land described in a Warranty Deed to Bethel Cemetery Association, dated April 21, 1959, and recorded as Instrument number 27852-59 (Volume 1746 page 180) in the Office of the Marion County Recorder ("Cemetery") at the Point of Beginning; thence continuing N 89-30-44 E along said line 414.89 feet to the centerline of Little Eagle Creek; thence southeasterly along said centerline (the following nine(9) courses are calculated lines and are for mathematical closure, the actual boundary being along the centerline as it exists today, December 1996);

- (1) S 10-37-08 E 137.00 feet;
- (2) S 16-27-17 E 104.91 feet;
- (3) S 09-43-31 E 284.80 feet;
- (4) S 62-36-53 E 99.95 feet;
- (5) S 31-43-58 E 233.87 feet;
- (6) S 53-19-13 E 113.17 feet;
- (7) S 20-47-04 W 218.42 feet;

thence N 67-53-48 W 101.22 feet, thence N 19-15-08 W 220.35 feet, thence N 22-58-36 W 55.49 feet, thence S 66-59-47 W 157.97 feet to a curve having a radius of 575.00 feet; the radius point of which bears S 66-59-47 W; thence northwesterly along said curve an arc distance of 35.52 feet to a point which bears N 63-27-26 E from said radius point, thence N 26-32-34 W 6.46 feet; thence S 63-27-26 W 93.58 feet; thence N 40-21-33 W 102.98 feet; thence N 83-47-38 W 78.64 feet; thence S 44-26-53 W 70.71 feet; thence S 00-33-07 E 130.33 feet; thence N 74-23-35 W 173.78 feet; thence N 68-27-06 W 112.06 feet to the southeast corner of a tract of land described in a Warranty Deed to Norman O. and Dorothy M. Smith dated March 15, 1954, and recorded as Instrument No. 16260-54 (Volume 1522 Page 588); thence N 00-22-42 W along the east line of the "Smith Tract" 165.00 feet; thence S 89-30-44 W along the north line of the "Smith Tract" 265.00 feet to the east line of Bethel Road; thence N 00-33-07 W along the east line of Bethel Road 206.88 feet to the south line of the "Cemetery"; thence N 89-30-44 E along the south line of the "Cemetery" 429.01 feet to a 5/8" rebar with yellow plastic cap marked "SCHNEIDER ENG FIRM #0001"; thence N 00-33-07 W along the east line of the "Cemetery" and parallel with the west quarter section line 430.12 feet to the Point of Beginning, containing 13.145 acres more or less.

WOOD CREEK SECTION TWO

Part of the Same quarter section in Pike Township, Marion County, Indiana described as follows:

Commencing at a small nail at the northwest corner of said quarter; thence N 89-30-44 E along the north line thereof 453.99 feet to a 5/8" rebar with yellow plastic cap marked "SCHNEIDER ENG FIRM #0001" on the east line of a tract of land described in a Warranty Deed to Bethel Cemetery Association, dated April 21, 1959, and recorded as Instrument number 27852-59 (Volume 1746 page 180) in the Office of the Marion County Recorder ("Cemetery") thence continuing N 89-30-44 E along said line 414.89 feet to the centerline of Little Eagle Creek; thence southeasterly along said centerline (the following seven(7) courses, to the Point of Beginning, and also the remaining two(2) courses, are calculated lines and are for mathematical closure, (1) S 10-37-08 E 137.00 feet; (2) S 16-27-17 E 104.91 feet; (3) S 09-43-31 E 284.80 feet; (4) S 62-36-53 E 99.95 feet; (5) S 31-43-58 E 233.87 feet; (6) S 53-19-13 E 113.17 feet; (7) S 20-47-04 W 218.42 feet; to the Point of Beginning, the actual boundary being along the centerline as it exists today, December 1996); (1) S 12-24-27 E 97.19 feet; (2) S 53-50-32 E 66.18 feet to the provisional right of way line for channel relocation per Indiana State

Highway Commission I-Project 65-3(17)120 sheet number 23 of 35 ("I-65"); thence S 19-30-36 W along said right of way 435.54 feet to the limited access right of way of "I-65" (the following eleven(11) courses along said limited access right of way line); (1) N 79-05-26 W 189.06 feet; (2) N 70-00-33 W 94.40 feet; (3) N 66-00-33 W 94.40 feet; (4) N 62-00-33 W 94.40 feet; (5) N 58-08-54 W 95.96 feet; (6) N 68-26-12 W 101.98 feet; (7) N 60-34-27 W 208.52 feet; (8) N 58-26-16 W 114.38 feet; (9) N 86-03-15 W 113.38 feet; (10) S 86-22-39 W 56.10 feet; (11) S 86-29-11 W 21.14 feet to the east line of Bethel Road (and the east line of the land described in the "Cemetery") which is 25 feet east of and parallel with the west line of the southwest quarter section; thence N 00-33-07 W along the east line of Bethel Road 363.90 feet to the south line of a tract of land described in a Warranty Deed to Norman O. and Dorothy M. Smith, dated March 15, 1954, and recorded as Instrument number 16260-54 (Volume 1522 page 588) in the Office of the Marion County Recorder ("Smith Tract"); thence N 89-30-44 E along the south line of the "Smith Tract" 264.50 feet; thence S 68-27-06 W 112.06 feet; thence S 74-23-35 E 173.78 feet; thence N 00-33-07 W 130.33 feet; thence N 44-26-53 E 70.71 feet; thence S 83-47-38 W 78.64 feet; thence S 40-21-33 W 102.98 feet; thence N 63-27-26 E 93.58 feet; thence S 26-32-34 E 6.46 feet; thence S 66-27-26 W to a curve having a radius of 575.00 feet, the radius point of which bears ,thence northwesterly along said curve an arc distance of 35.52 feet to a point which bears N 66-59-47 E from said radius point; thence N 66-59-47 E 157.97 feet; thence S 22-58-36 E 55.49 feet; thence S 19-15-08 E 220.35 feet; thence S 67-53-48 E 101.22 feet to the Point of Beginning, containing 15.038 acres more or less.

**BYLAWS
OF
Wood Creek, INC.**

**ARTICLE I
Name and Location**

The name of the Corporation is Wood Creek, Inc., (hereinafter referred to as the "Association"). The principal office of the Association shall be 10415 N. College Ave., Indianapolis IN 46280, 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. "**Developer**" shall mean and refer to Bay Communities Limited Partnership, its successors and assigns as a declarant.

Section 2. "**Association**" shall mean and refer to Wood Creek, Inc., its successors and assigns.

Section 3. "**Owner**" shall mean and refer to the record owner, whether or more persons or entities, of a fee simple title to any Lot which is a part of the Development, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "**Development**" shall mean and refer to the certain real estate described in the Declaration of Covenants and Restrictions of Wood Creek.

Section 5. "**Lot**" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Development with the exception of Blocks designated lake or landscaped areas, respectively, in the recorded plats of Wood Creek.

Section 6. "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Wood Creek applicable to the Development, recorded in the Office of the Marion County Recorder, Indianapolis, Indiana

**ARTICLE III
Meeting of Members**

Section 1. Annual Meeting. The first annual meeting of the members shall be held on the first Thursday of each 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 _____ o'clock __.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 (1/4th) of all of the votes of the Class A memberships.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, 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 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 (1/10th) the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon the presence of the member at a meeting or upon conveyance by the member of his Lot.

ARTICLE IV

Board of Directors: Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board not to exceed five (5) directors, who are all members of the Association, excepting the initial Board of Directors shall consist of three (3) members.

Section 2. Term of Office. At the time of conversion of the Class B member to a Class A member as defined by the Declaration, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years to replace the director whose term has expired, excepting they may enlarge the Board to five members and prescribe the length of their term.

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 remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to 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 consent 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 or more 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 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 not less than the number of vacancies that are to be filled. Such nominations may only be made from among members of the Association.

Section 2. Election. Election to the Board of Directors shall be by 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.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly 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 Meetings. 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 common areas and water retention areas as depicted upon the plats of Wood Creek.

b) suspend the voting rights and right of use of recreational facilities, if any, of a member during any period in which such member shall be in default in 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 sixty (60) days for 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 Bylaws, the Articles of Incorporation, or the Declaration;

d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties with regard to the maintenance and upkeep of the common areas and water retention ponds.

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 concerning corporate affairs and to make available to the members the corporate records within a reasonable time after request is made.

b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c) as more fully provided in the Declaration, to:

i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

iii) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date and to bring an action at law against the owner personally obligated to pay the same;

d) issue, or to 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;

e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president

and 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. The officers of this Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise 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 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 office of president and treasurer may be one person and the office of vice president and secretary may be held by one 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. Duties. The duties of the officers are as follows:

PRESIDENT

a) 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.

VICE PRESIDENT

b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

c) 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.

TREASURER

d) 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 books to be made by a 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 to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX Committees

The Board of Directors shall appoint an architectural control committee, as provided in the Declaration, and nominating committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

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 Declaration, the Articles of Incorporation and the Bylaws 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 more fully provided in the Declaration, each Class A and Class B 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 within thirty (30) days shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of two percent (2%) per month and the Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien against the Property, interest, costs and reasonable attorney fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for assessments provided herein by non-use of the common areas, facilities or services of the Association. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien of any delinquent assessments shall run with the land.

ARTICLE XII Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a

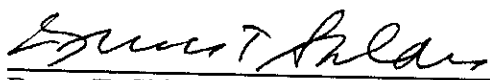
vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all the directors of Wood Creek, Inc. have hereunto set our hands and seals this 11 day of AUGUST, 1997.


Bruce T. Sklare


Allen I. Sklare


Miriam R. Sklare

file 4286

