

BY-LAWS OF
CLUB NORTH POINTE ASSOCIATION, INC.

ARTICLE I
PURPOSES AND POWERS

Section 1.1. **Purposes.** The purposes of the Club North Pointe Association, Inc. (hereinafter "CNP") shall be those expressed in Article II of its Articles of Incorporation.

Section 1.2. **Powers.** Subject to all limitations or restrictions imposed by law, by the Articles of Incorporation and by the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended as part of the Dedication and Plat of North Pointe Woods Sections I and II, single family residential developments located in St. Joseph Township, Allen County, Indiana (collectively, the "Restrictions"), and in furtherance of the purposes referred to in Section 1.1 above, CNP shall have and may exercise all of the powers set forth in the Restrictions and all other powers not denied to it, including but not limited to:

- (a) the promulgation and enforcement of rules and regulations governing the use the swimming pool, tennis courts, clubhouse, other recreational facilities, and all other property real or personal and improvements owned for the common use and enjoyment of the members of CNP, and the common areas associated therewith owned and operated by CNP pursuant to the Restrictions (the foregoing facilities and property owned by CNP shall hereinafter collectively referred to as "Common Area");
- (b) the dedication or transfer of all or any part of the CNP Common Area to any public agency, authority or utility in accordance with the provisions of the Restrictions;
- (c) the acceptance of a transfer from the Developer or third parties of such additional real and/or personal property as CNP may deem appropriate;
- (d) the ownership of the Common Areas, and the operation of the same for the use and benefit of the members (members as used throughout this document means members of CNP as defined in the Articles of Incorporation and the Restrictions) of CNP and it's invitees;

(e) the determination (within the limits set forth in the Restrictions) of the amount of the various assessments identified in the Restrictions, and the levy and collection of same as provided in the Restrictions;

(f) the improvements, maintenance, and upkeep of the Common Areas inclusive of entrance ways and recreational facilities;

(g) the construction, repair or replacement of capital improvements upon the Common Areas or with respect to recreational facilities;

(h) the enforcement, by any proceedings at law or in equity, of all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Restrictions; and

(i) the carrying out of such other duties and responsibilities imposed upon CNP as now exists, or as may be hereafter imposed by the provisions of the Restrictions; provided, however, that:

(1) CNP shall not engage in any activity for the purpose of or resulting in the private profit or pecuniary remuneration of its members, officers, or employees, and no part of the net earnings of CNP shall inure to the benefit of any member, officer or employee; but this provision shall not be deemed to prohibit reasonable compensation to an officer, director or employee for services actually rendered by him as such nor to prevent CNP from repaying to any member the principal sum of any money advanced or loaned by him to CNP together with simple interest thereon at a rate not to exceed twelve percent (12%) per annum;

(2) CNP shall not directly or indirectly participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf or in opposition to any candidate for public office;

(3) CNP shall not be operated primarily as a social club for the benefit, pleasure or recreation of its members;

(4) CNP shall not carry on business with the general public in a manner similar to organizations which are operated for profit.

ARTICLE II

OFFICES

Section 2.1 **Principal Office.** The principal office of CNP shall be 8202 Riveroak Drive, in Fort Wayne, Indiana, 46825, or at such other location in Allen County, Indiana as may be determined by the Board of Directors.

Section 2.2 **Other Offices.** CNP may also have other offices at such places within the State of Indiana as the Board of Directors may designate or the business of CNP may require from time to time.

Section 2.3 **Registered Office and Agent.** CNP shall maintain a Registered Office and Registered Agent as required by the Indiana Business Corporation Law.

ARTICLE III

Members

Section 3.1 **Members.** The members of CNP shall be the owners of lots within Sections I and II of North Pointe Woods (and North Pointe Villas (now known as Canyons of North Pointe), single family residential developments located in St. Joseph Township, Allen County, Indiana, and such other members as authorized pursuant to the Restrictions and shall hold memberships as provided in Article V of the Articles of Incorporation and the Restrictions.

Section 3.2 **Annual Meeting.** The annual meeting of the members of CNP shall be held in accordance with the Restrictions; or it may be held at such other place (either within or without the State of Indiana but which is reasonably convenient for members to attend) at a time subsequent when all state and federal tax returns have been duly prepared and filed but not later than May 30, as may be fixed by the Board of Directors and designated in the notice or waiver of notice of the meeting. At the annual meeting, the directors for the ensuing year shall be elected and all such other business as may properly be brought before the meeting shall be transacted. The Secretary of CNP shall cause notice of the annual meeting to be given to each member of record of CNP entitled to vote either by delivery to the member in person or by depositing in the United States mail, postage prepaid, in an envelope addressed to the member's address shown in CNP's current record of members, a written or printed notice stating the place, day and hour of the holding of the meeting.

Notices shall be delivered personally or mailed no fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 3.3. Other Meetings Required. Prior to December 31st of each calendar year, the Directors shall meet pursuant to the Restrictions in order to determine the "Club Assessment" (annual CNP dues), establish budget for the ensuing year, and fix the time of payment of the Club Assessment. The Directors shall mail to all participating lot owners a copy of a proposed budget and notice of the ensuing years proposed "Club Assessment" (annual CNP dues) at least thirty (30) days prior to such meeting. The Directors shall hold such meeting for such other purpose as is necessary and appropriate as well.

Section 3.4. Special Meetings. Special meetings of the members may be held at the principal office of CNP or at any other place which is reasonably convenient for members to attend, as may be designated in the notice or waiver of notice of the meeting. Special meetings may be called in writing by the President, the Secretary or the Board of Directors. The Secretary of CNP shall cause notice of the holding of a special meeting to be given to each member of record of CNP entitled to vote upon the business to be transacted at the meeting either by delivery to the member personally or by depositing in the United States mail, postage prepaid, in an envelope addressed to member's address shown in CNP's current record of members, a written or printed notice stating the place, day, hour, and purpose or purposes for which such meeting is called. Notices shall be delivered personally or mailed no fewer than ten (10) nor more than sixty (60) days before the date of such meeting.

Section 3.5 Address of Member. The address of any member appearing upon the records of CNP shall be deemed to be:

- (a) The latest address of such member that has been furnished in writing to CNP.

Section 3.6 Voting Memberships. Voting memberships shall be governed by the Restrictions.

ARTICLE IV **DIRECTORS**

Section 4.1 **Powers of Directors.** All CNP powers shall be exercised by or under the authority of, and the business and affairs of CNP managed under the direction of, the Board of Directors, subject to any limitations set forth in the Articles of Incorporation, Restrictions, or these By-Laws.

Section 4.2 **Number.** Presently, CNP shall have not less than three (3) nor more than five (5) directors. The number of directors of CNP may be increased or decreased by amendment of this Section 4.2, which amendment shall state the new number of the directors, but no decrease shall shorten the term of an incumbent director. Directors shall be elected to staggered terms at an annual meeting of the members or at a special meeting called for that purpose. Subject to termination and removal as permitted by the Indiana Business Corporation Law and the Articles of Incorporation: (i) each director elected at an annual meeting shall be elected to serve for three (3) years and until his successor shall be elected and shall have qualified or until the number of directors is decreased and (ii) each director elected at a special meeting shall be elected for the period ending with the next annual meeting and until his successor shall be elected and shall have qualified or until the number of directors is decreased.

Section 4.3 **Resignation.** A director may resign at any time by delivering written notice to the Board of Directors, or the Secretary of CNP, and the acceptance of the resignation, unless required by the terms thereof, shall not be necessary to make it effective. It shall be effective when the notice is delivered unless the notice specifies a later effective date.

Section 4.4 **Removal of Directors.** Unless the Articles of Incorporation provide otherwise, members may remove directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. No director may be removed by directors, either with or without cause.

Section 4.5 **Vacancies.** If any vacancy occurs on the Board of Directors caused by resignation, removal, death or other incapacity, or an increase in the number of directors, then (a) the Board of Directors may fill the vacancy, or (b) if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all

directors remaining in office. The term of a director elected to fill a vacancy expires at the end of the term for which the director's predecessor was elected.

Section 4.6 Regular Meetings. A regular meeting of the Board of Directors shall be held at the place of (or reasonably near thereto) and promptly following the annual meeting of the members. Other regular meetings may be held at the principal office of CNP or at any other place within Allen County, Indiana, reasonably convenient for directors to attend, at such times and places as the Board of Directors may fix from time to time. No notice shall be required for regular Board meetings.

Section 4.7 Special Meetings. Special meetings of the Board of Directors shall be held at the principal office of CNP or at any other place within Allen County, Indiana, reasonably convenient for directors to attend whenever called by the President of CNP or by any member of the Board. At least seventy-two (72) hours notice of the meeting specifying the date, time, place, and purpose thereof shall be given to each director. Notice may be given personally, by written notice deposited in the United States mail, postage prepaid in an envelope addressed to such director, or by telephone, telegraph, teletype, or other form of wire or wireless communication. Notice of the date, time, place, and purpose of the holding of any special meeting may be waived, before or after the date and time stated in the notice, by written notice signed by any director and filed with the minutes or corporate records. A director's attendance at or participation in any meeting shall constitute a waiver of the notice of the meeting, unless the director at the beginning of the meeting (or promptly upon the director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 4.8 Directors' or Committee Action by Consent in Lieu of Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if the action is taken by all members of the Board or committee. The action shall be evidenced by one (1) or more written consents describing the action taken, signed by each director, and included in the minutes or filed with CNP's records reflecting the action taken. A written consent is effective when the last director signs the consent, unless the consent specifies a different, prior, or subsequent effective date.

Section 4.9 **Meetings by Telephone or Other Communications.** The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4.10 **Compensation.** The Board of Directors shall not be entitled to compensation for their services, except that the Board of Directors from time to time may agree to waive the annual Club Assessment/CNP Dues for Board Members while they are acting Board Members only.

ARTICLE V **OFFICERS**

Section 5.1 **Officers.** The officers of CNP shall consist of a President, a Secretary, and a Treasurer, and if desired by the Board of Directors one or more Vice Presidents, all of whom shall be elected annually by the Board of Directors of CNP at the first meeting thereof immediately following the annual meeting of the members; and they shall hold office, subject to removal, until their successors are elected and qualified or the office is eliminated. One person may hold more than one office.

Section 5.2 **Removal; Resignations.** Any officer of CNP may be removed by the Board of Directors at any time with or without cause. Removal does not affect the officer's contract rights, if any, with CNP. An officer's resignation does not affect CNP's contract rights, if any, with the officer. The election or appointment of an officer does not itself create contract rights.

Section 5.3 **Compensation.** Officers shall not be entitled to compensation for their services.

Section 5.4 **Duties.** The duties of the officers shall be determined from time to time by the Board of Directors.

ARTICLE VI **DELEGATION OF USE**

Section 6.1 Pursuant to the Restrictions any Owner of a Participating Lot may delegate, his right of enjoyment to the swimming pool, tennis courts and club house facilities to the members of his family, his tenants or contract purchasers who **reside** on the Participating Lot. If such delegation occurs, owners must give notice to the Board.

ARTICLE VII **FISCAL YEAR**

Section 7.1 The fiscal year of CNP shall begin on January 1 and end on the last day of December in each year.

ARTICLE VIII **FUNDS**

Section 8.1 **Depository.** The funds of CNP shall be deposited in a depository or depositories to be selected by the Board of Directors of CNP.

Section 8.2 **Withdrawal of Funds.** The funds of CNP may be withdrawn and disbursed by such officers as may be designated by the Board of Directors.

ARTICLE XI **AMENDMENT**

Section 9.1 **Amendment of By-Laws.** These By-Laws may be amended only by the Board of Directors, by the affirmative votes of a majority of all members of the Board.