

BY-LAWS

OF

PRAIRIE CROSSING II HOMEOWNERS ASSOCIATION, INC.

Article 1. GENERAL

The following are the By-Laws of Prairie Crossing II Homeowners Association, Inc., a Minnesota non-profit corporation (the "**Association**"). The terms used in these By-Laws shall have the same meaning as they have in the Declaration of Covenants, Conditions and Restrictions of Prairie Crossing II Residential Community Development recorded and filed in the office of the County Recorder in and for Olmsted County, Minnesota, as the same has been or may be amended from time to time (the "**Declaration**").

Article 2. MEMBERSHIP

- 2.1. **Owners Defined.** All persons described as Owners in the Declaration shall be members of the Association. No person shall be a member solely by virtue of holding a security interest in a Lot (as defined in the Declaration). A person shall cease to be a member at such time as that person is no longer an Owner.
- 2.2. **Registration of Owners.** Each Owner shall register with the Secretary of the Association, in writing, within 30 days after taking title to a Lot, (i) the name and address of the Owners and other residents of the Lot, (ii) the nature of such Owner's interest or estate in each Lot owned, (iii) the address at which the Owner desires to receive notice of any meeting of the Owners, if other than the Lot address; (iv) the name and address of the secured party holding the first mortgage on the Lot, if any; and (v) if a Lot is owned by multiple Owners, the name of the Owner who shall be authorized to cast the vote with respect to the Lot. Each Owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information.
- 2.3. **Transfers.** The interests, membership, rights and obligations of an Owner in the Association may be assigned, pledged, encumbered or transferred, but only along with and as a part of the title to the Owner's appurtenant Lot or as otherwise specifically authorized by the governing documents of the Association or by law.

Article 3. VOTING BY OWNERS

- 3.1. **Entitlement.** Members' votes shall be allocated to each Lot as provided in the Declaration and the Articles of Incorporation of the Association (the "**Articles**"). However, no vote shall be exercised as to a Lot while the Lot is owned by the Association.
- 3.2. **Authority to Cast Vote.** At any meeting of the Owners, an Owner included on the voting register presented by the Secretary in accordance with Section 4.6, or the holder of such Owner's proxy, shall be entitled to cast the vote which is allocated to the Lot owned by the Owner. If the Lot is owned by more than one Owner, only one of the Owners may cast the vote. If the Owners who jointly own a Lot fail to agree as to who shall cast the vote, or fail to register pursuant to Section 2.2, the vote shall not be cast.
- 3.3. **Voting by Proxy.** An Owner may cast the vote which is allocated to the Owner's Lot and be counted as present at any meeting of the Owners by executing a written proxy

naming another person entitled to act on that Owner's behalf, and delivering the proxy to the Secretary before the commencement of any such meeting. All proxies granted by an Owner shall remain in effect until the earliest of the following events: (i) revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is effective, (ii) eleven months after the date of the proxy, unless otherwise provided in the proxy, (iii) the time at which the granting Owner is no longer an Owner.

3.4. **Voting by Mail Ballot.** The entire vote on any issue, except the election or removal of directors, may be determined by mailed ballots, subject to the following requirements:

- (a) The notice of the vote shall: (i) clearly state the proposed action, (ii) indicate the number of responses needed to meet the quorum requirements, (iii) state the percentage of approvals necessary to approve each matter, and (iv) specify the time by which a ballot must be received by the Association in order to be counted.
- (b) The ballot shall: (i) set forth each proposed action and (ii) provide an opportunity to vote for or against each proposed action.
- (c) The Board shall set the time for the return of ballots, which shall not be less than 10 nor more than 30 days after the date of mailing of the ballots to the Owners. The Board shall provide notice of the results of the vote to the Owners within 30 days after the expiration of the voting period.
- (d) Approval by written ballot under this Section is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

3.5. **Vote Required.** A majority of the votes cast at any properly constituted meeting of the Owners, or cast by mail in accordance with Section 3.4, shall decide all matters properly brought before the Owners, except where a different vote is specifically required by the governing documents of the Association or applicable law. The term "majority" as used herein shall mean in excess of 50% of the votes cast at a meeting, in person or by proxy, or voting by mail, in accordance with the allocation of voting power set forth in the Declaration. Cumulative voting shall not be permitted.

Article 4. MEETINGS OF OWNERS

- 4.1. **Place.** All meetings of the Owners shall be held at the office of the Association or at such other place in the State of Minnesota reasonably accessible to the Owners as may be designated by the Board in any notice of a meeting of the Owners.
- 4.2. **Annual Meetings.** An annual meeting of the Owners shall be held each calendar year on a date, and at a reasonable time and place, designated by the Board. At each annual meeting of the Owners, (i) the persons who are to constitute the Board shall be elected, (ii) a report shall be made to the Owners on the activities and financial condition of the Association, and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.

- 4.3. **Special Meetings.** Special meetings of the Owners may be called by the President as a matter of discretion. Special meetings of the Owners shall be called by the President or Secretary within 30 days following receipt of the written request of a majority of the members of the Board or of Owners entitled to cast at least 20% of all the votes in the Association. The meeting shall be held within 90 days following receipt of the request. The request shall state the purpose of the meeting, and the business transacted at the special meeting shall be confined to the purposes stated in the notice. The purpose for which the meeting is requested and held must be lawful and consistent with the Association's purposes and authority under the governing documents of the Association.
- 4.4. **Notice of Meetings.** At least 21, but no more than 30 days in advance of any annual meeting of the Owners, and at least 7, but no more than 30, days in advance of any special meeting of the Owners, the Secretary shall cause to be sent to all persons who are Owners as of the date of sending the notice, notice of time, place and agenda of the meeting, by United States mail, or by hand delivery, at the Owner's Lot address or to such other address as the Owner may have designated in writing to the Secretary. The notice shall also be sent to each holder of a first mortgage on a Lot (each, an "**Eligible Mortgagee**"), upon request, at the address provided by the Eligible Mortgagee. Any Eligible Mortgagee shall, upon request, be entitled to designate a representative to be present at any meeting. Notice of meetings to vote upon amendments to the Articles shall also be given separately to each officer and director of the Association.
- 4.5. **Quorum/Adjournment.** A quorum is present throughout any meeting of the members if members entitled to cast at least ten percent (10%) of the votes in the Association are present in person or by proxy at the beginning of the meeting. In the absence of a quorum, members entitled to cast less than ten percent (10%) of such votes may vote on adjourning the meeting to reconvene at a subsequent time. Any meeting may be adjourned from time to time, and no notice other than announcement at the meeting as initially called shall be required for meetings adjourned no more than 15 days. If a quorum is present at the reconvened meeting, any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The quorum, having once been established at a meeting or a reconvened meeting, shall continue to exist for that meeting notwithstanding the departure of any Owner previously in attendance in person or by proxy. The Association may not be counted in determining a quorum as to any Lot owned by the Association.
- 4.6. **Voting Register.** The Secretary shall have available at the meeting a list of the Lot numbers, the names of the Owners, the vote attributable to each Lot and the name of the person (in the case of multiple Owners) authorized to cast the vote.
- 4.7. **Agenda.** The agenda for meetings of the Owners shall be established by the Board, consistent with the governing documents of the Association, and shall be sent to all Owners along with the notice of the meeting.

Article 5. BOARD

- 5.1. **Board** The affairs of the Association shall be governed by a board of directors called the "**Board.**" The first Board consists of the three individuals designated as directors in the Articles.
- 5.2. The initial directors shall serve until their successors have been duly elected and qualified at the next annual meeting of the Members, unless said directors sooner resign. Thereafter for so long as there are any Class B Members, the directors shall be elected by the Class A and Class B Members for one year terms. When there are no

longer any Class B Members, the directors shall be elected by the Class A Members to staggered terms of three years each.

- (a) The terms of office of the directors elected by the Members at the first annual meeting after the expiration of the Class B Membership shall be as follows:
 - (i) three years for the two directors receiving the first and second highest number of votes;
 - (ii) two years for the two directors receiving the third and fourth highest number of votes; and
 - (iii) one year for the director receiving the fifth highest number of votes.
 - (iv) A number of nominees equal to the number of vacancies, and receiving the greatest number of votes, shall be elected, notwithstanding that one or more of them do not receive a majority of the votes cast.
- (b) Each term of office thereafter shall be three years and shall expire upon the election of a successor at a subsequent annual meeting of the Owners; provided that a director shall continue in office until a successor is elected.
- (c) A director appointed or elected to fill an uncompleted term shall serve until the natural termination of that term, unless removed in accordance with these By-Laws. There shall be no cumulative voting for directors.

5.3. **Nominations.** Nominations for election to the Board shall be made by a nominating committee appointed by the Board, or from the floor at the annual meeting or by "write-in" if authorized by the Board.

5.4. **Powers.** The Board shall have all powers necessary for the administration of the affairs of the Association, and may exercise for the Association all powers and authority vested in or delegated to the Association (and not expressly prohibited or reserved to the Members) by law or by the governing documents of the Association. The powers of the Board shall include, without limitation the power to:

- (a) adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for Association expenses from Owners;
- (b) adopt, amend and revoke Rules and Regulations not inconsistent with the governing documents of the Association, as follows:
 - (i) regulating the use of the Common Properties;
 - (ii) regulating the use of the Lots, and the conduct of Owners, which may jeopardize the health, safety, or welfare of other Owners or residents, which involves noise or other disruptive activity or condition, which may damage the Common Properties or other Lots, or which otherwise violates applicable provisions of the Declaration.
 - (iii) regulating or prohibiting animals;
 - (iv) regulating changes in the appearance of the Common Properties and conduct which may damage the Common Properties;

- (v) implementing and enforcing the governing documents of the Association, and exercising the powers granted by this Section.
- (c) hire and discharge managing agents and other employees, agents, and independent contractors;
- (d) institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or one or more Owners:
 - (i) on matters affecting the Common Properties or other matters affecting the Prairie Crossing II Residential Community Development or the Association or Lots, or
 - (ii) with the consent of the Owners of the affected Lots on matters affecting only those Lots;
- (e) make contracts and incur liabilities;
- (f) regulate the use, maintenance, repair, replacement and modification of the Common Properties;
- (g) cause improvements to be made as a part of the Common Properties and other areas of the Prairie Crossing II Residential Community Development for which the Association has maintenance responsibility under the Declaration;
- (h) acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property, subject to the requirements of the Declaration for the conveyance or encumbrance of the Common Properties;
- (i) grant public utility easements through, over or under the Common Properties, and, subject to approval by the Homeowners at a duly called meeting or by mail ballot, grant other public or private easements, leases and licenses through, over or under the Common Properties;
- (j) impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Properties and for services provided to Owners;
- (k) suspend an Owner's right to vote and/or right to use the Common Properties as provided in the Declaration;
- (l) impose reasonable charges for the review, preparation and recordation of amendments to the Declaration or By-Laws, statements of unpaid assessments, or furnishing copies of Association records;
- (m) provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;
- (n) provide for reasonable procedures governing the conduct of meetings and the election of directors;
- (o) appoint, regulate and dissolve committees; and
- (p) exercise any other powers conferred by law or the governing documents of the Association, or which are necessary and proper for the governance of the Association.

5.5. **Meetings and Notices.** An annual meeting of the Board shall be held promptly following each annual meeting of the Owners. At each annual meeting the officers of the Association shall be elected by the Board.

- (a) Regular meetings of the Board shall be held at least on a quarterly basis, at such times as may be fixed from time to time by a majority of the members of the Board. A schedule, or any amended schedule, of the regular meetings shall be provided to the directors.
- (b) Special meetings of the Board shall be held when called (i) by the President of the association, or (ii) by the Secretary within ten (10) days following the written request of any two (2) directors. Notice of any special meeting shall be given to each director not less than three (3) days in advance thereof. Notice to a director shall be deemed to be given when deposited in the United States mail postage prepaid to the Lot-address of such director, or when personally delivered, orally or in writing, by a representative of the Board.
- (c) Any director may at any time waive notice of any meeting of the board orally, in writing, or by attendance at the meeting. If all the directors are present, no notice shall be required and any business may be transacted at such meeting.
- (d) A conference among directors, or among members of any committee designated by the Board, by any means of electronic communication through which the participants may simultaneously communicate with each other during the conference, constitutes a meeting of the Board, or the committee, provided the same notice is given of the electronic conference as would be required for a meeting, and provided the number of persons participating in the electronic conference are sufficient to constitute a quorum at the meeting. Participation in an electronic conference meeting constitutes personal presence at the meeting.
- (e) A director may participate in a meeting of the Board, or any committee designated by the Board, not described in Section 5.5(d) above by any means of communication through which he or she, other persons so participating, and all persons physically present at the meeting may simultaneously communicate with each other during the meeting. Participation in such a meeting constitutes personal presence at the meeting.

5.6. **Quorum and Voting.** A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting thereof. A quorum, once established, shall continue to exist, regardless of the subsequent departure of any directors. Each director shall have one vote. The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies shall not be permitted.

5.7. **Action Taken Without a Meeting.** Any action required or permitted to be taken at a board meeting may be taken by written action signed by the number of directors that would be required to take such an action at a board meeting duly called for such purpose at which all directors were present. The written action is effective when signed by the required number of directors, unless a different effective time is provided in the written action. When written action is taken by less than all directors, all directors shall be notified immediately of its effective date. Failure to provide the notice does not invalidate the written action.

- 5.8. **Vacancies.** Until the Class B Membership expires, vacancies on the Board shall be filled by the Class B Member. After expiration of the Class B Membership, vacancies on the Board shall be filled by a majority vote of the remaining directors, regardless of their number; except for vacancies created by removal pursuant to Sections 5.9 below. Each person so elected shall serve out the term vacated.
- 5.9. **Removal.** A director may be removed from the Board as follows:
- (a) Until the Class B Membership expires, directors appointed by the Class B Member may only be removed and replaced by the Class B Member.
 - (b) Subject to Section 5.9(a) above, directors may be removed with or without cause, by a majority vote at any annual or special meeting of the Owners; provided:
 - (i) the notice of the meeting at which removal is to be considered states such purpose;
 - (ii) the director to be removed has a right to be heard at the meeting; and
 - (iii) a new director is elected at the meeting by the Owners to fill the vacant position caused by the removal.
 - (c) A director may also be removed by the Board if such director:
 - (i) has more than two unexcused absences from Board meetings and/or Owners meetings during any twelve month period, or
 - (ii) is more than 60 days past due with respect to assessments on the director's Lot. Such vacancies shall be filled as previously provided in this Section and Section 5.8.
- 5.10. **Compensation.** Except as authorized by a vote of the Owners at a meeting thereof, the directors of the Association shall receive no compensation for their services in such capacity. A director or other Owner, upon approval by the Board, may be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.
- 5.11. **Fidelity Bond.** Fidelity bonds or insurance coverage for unlawful taking of Association funds may be obtained and maintained as provided in Article VI, Section 1. of the Declaration on all directors, officers and agents authorized to handle the Association's funds and other monetary assets.

Article 6. OFFICERS

- 6.1. **Principal Officers.** The principal officers of the association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may from time to time elect such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Association. A person may hold more than one office simultaneously, except those of President and Vice-President. Only the President and Vice-President must be members of the Board.
- 6.2. **Election.** The Officers of the Association shall be elected annually by the Board at its annual meeting and shall hold office at the pleasure of the Board.

- 6.3. **Removal.** Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.
- 6.4. **President.** The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Board and the Association. The President shall have all of the powers and duties which are customarily vested in the office of president of a corporation, including without limitation the duty to supervise all other officers and to execute all contracts and similar obligations on behalf of the Association. The President shall have such other duties as may from time to time be prescribed by the Board.
- 6.5. **Vice-President.** The Vice-President shall take the place of the President and perform the duties of the office whenever the President shall be absent or unable to act. The Vice-President shall also perform such other duties as shall from time to time be prescribed by the Board.
- 6.6. **Secretary.** The Secretary shall be responsible for recording the minutes of all meetings of the Board and the Association. The Secretary shall be responsible for keeping the books and records of the Association, and shall give all notices required by the Association's governing documents unless directed otherwise by the Board. The Board may delegate the Secretary's administrative functions to a managing agent; provided that such delegation shall not relieve the Secretary of the ultimate responsibility for the Secretary's duties.
- 6.7. **Treasurer.** The Treasurer shall have responsibility for all financial assets of the Association, and may be covered by a bond or insurance in such sum and with such companies as the Board may require. The Treasurer shall be responsible for keeping the Association's financial books, assessment rolls and accounts. The Treasurer shall cause the books of the Association to be kept in accordance with customary and accepted accounting practices and shall submit them to the Board for its examination upon request. The Treasurer shall cause all monies and other monetary assets of the Association to be deposited in the name of or to the credit of the Association in depositories designated by the Board, shall cause the funds of the Association to be disbursed as ordered by the Board and shall perform all other duties incident to the office of Treasurer. The Board may delegate the Treasurer's administrative functions to a managing agent; provided that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties.
- 6.8. **Compensation.** Except as authorized by a vote of the Owners at a meeting thereof, officers of the Association shall receive no compensation for their services in such capacity. An officer or other Owner, upon approval by the Board, may be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Officers may be reimbursed for out-of-pocket expenses incurred by the performance of their duties.

Article 7. OPERATION OF THE ASSOCIATION

- 7.1. **Assessment Procedures.** The Board shall, at least thirty (30) days prior to the first day of the Association's fiscal year, prepare a budget of expenses for the Association and assess and levy such expenses against the Lots according to their respective liability as set forth in the Declaration. The annual budget shall include an adequate reserve fund for maintenance, repair and replacement of the Common Properties and any other areas that must be maintained, repaired or replaced by the Association on a periodic basis.

- (a) The Board shall fix the amount of the annual assessment against each Lot and advise the Owners in writing of the assessment at least thirty (30) days prior to the date when the first installment thereof is due. The failure of the Board to timely levy an annual assessment shall not relieve the Owners of their obligation to continue paying assessment installments in the amount currently levied, as well as any increases subsequently levied.
- (b) If an annual assessment proves to be insufficient, the budget and assessments of the Association may be amended, or a special assessment levied, by the Board at any time. The levy shall be deemed to occur upon the date specified in the resolution which fixes the assessment.
- (c) The Association shall furnish copies of each budget on which the Association expenses and the assessment are based to an Owner or to any Eligible Mortgagee, upon request of such persons.

7.2. Payment of Assessments. Annual assessments shall be due and payable in monthly installments in advance on the first day of each month of the year for which the assessments are made, and special assessments shall be due when designated by the Board. All Owners shall be absolutely and unconditionally obligated to pay the assessments levied pursuant to the governing documents of the Association. No Owner shall have any right to withhold, offset or deduct against the Association with respect to any assessments, or related late charges or costs of collection. Any rights or claims alleged by an Owner may be pursued only by separate action.

Notwithstanding the foregoing, The Class B Member may be reimbursed from Association funds or may offset against assessments levied against the Class B Member's Lots for amounts advanced by the Class B Member for payment of expenses that are the obligation of the Association.

7.3. Default in Payment of Assessments. If any Owner does not make payment on or before the date when any assessment or installment thereof is due, subject to such grace periods as may be established, the Board may establish and assess, and such Owner shall be obligated to pay, a late charge as authorized in the Declaration for each such unpaid assessment or installment thereof, together with all expenses, including reasonable attorneys' fees, incurred in collecting any such unpaid assessment.

- (a) If there is a default of more than thirty (30) days in payment of any assessment, the Board may accelerate any remaining installments of the assessment upon prior written notice thereof to the Owner, and the entire unpaid balance of the assessment and late charges shall become due and payable upon the date stated in the notice unless all past due amounts, including late charges, costs of collection and fines, are paid prior to said acceleration date.
- (b) The Board shall have the right and duty to attempt to recover all assessments for expenses of the Association, together with any charges, attorneys fees or expenses relating to the collection thereof.
- (c) Upon written request of an Owner or an Eligible Mortgagee of such Lot, notice to the Eligible Mortgagee of a default of more than thirty (30) days in payment of any assessment or installment of an assessment or any other default in the performance of obligations by the Owner shall be given in writing to such Eligible Mortgagee.

(d) The rights and remedies referred to herein shall in no way limit the remedies available to the Association under the governing documents of the Association or by law.

7.4. **Foreclosure of Liens for Unpaid Assessments.** The Association has the right to foreclose the lien against a Lot for assessments imposed by the Association, as more fully described in the Declaration.

7.5. **Records.** The Board shall cause to be kept at the registered office of the Association, and at such other place as the Board may determine, records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Owners of the association, names of the Owners and Eligible Mortgagees, and detailed and accurate records of the receipts and expenditures of the Association. All Association records, including receipts and expenditures and any vouchers authorizing payments, shall be available for examination by the Owners and the Eligible Mortgagees upon reasonable notice and during normal business hours. Separate accounts shall be maintained for each Lot setting forth the amount of the assessments against the Lot, the date when due, the amount paid thereon and the balance remaining unpaid.

7.6. **Enforcement of Obligations.** All Owners and their guests are obligated and bound to observe the provisions of the governing documents of the Association. The Association may impose any or all of the charges, sanctions and remedies authorized by the Governing documents of the Association or by law to enforce and implement its rights and to otherwise enable it to manage and operate the Association.

Article 8. AMENDMENTS

These By-Laws may be amended, and the amendment shall be effective, upon the satisfaction of the following conditions:

8.1. **Notice.** A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U.S. Mail, or hand delivered, to all Owners authorized to cast votes; and

8.2. **Approval.** The amendment must be approved by Owners representing 67% of the total voting power of the Association, in writing or at a duly held meeting of the Owners, subject to any approval rights of Eligible Mortgagees and the Class B Member as provided in the Declaration; and

8.3. **Effective Date; Recording.** The amendment shall be effective on the date of approval by the required vote of the Owners and need not be recorded.

Article 9. INDEMNIFICATION

The Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Association, pursuant to the provisions of Minnesota Statute Section 317A.521.

Article 10. MISCELLANEOUS

10.1. **Notices.** Unless specifically provided otherwise in the Declaration, or these By-Laws, all notices required to be given by or to the Association, the Board, the Association officers or the Owners shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States

mail; except that registrations pursuant to Section 2.2 shall be effective upon receipt by the Association.

- 10.2. **Severability.** The invalidity or unenforceability of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.
- 10.3. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these By-Laws or the intent of any provision hereof.
- 10.4. **Conflicts in Documents.** In the event of any conflict among the provisions of the Declaration, the By-Laws and rules and regulations of the Association, the Declaration shall control, and as between the By-Laws and the rules and regulations, the By-Laws shall control.
- 10.5. **Waiver.** No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 10.6. **No Corporate Seal.** The Association shall have no corporate seal.
- 10.7. **Fiscal Year.** The fiscal year of the Association shall be April 1 through March 31.

The undersigned certifies that these By-Laws were duly adopted by the Board of Directors of Prairie Crossing II Homeowner's Association, Inc., by record of action dated Aug. 2, 2006.


MARCI SIMMONS

Secretary-Treasurer of Prairie Crossing II
Homeowner's Association, Inc.