

BYLAWS

OF

BELDEN COURT OWNERS ASSOCIATION, INC.

(A nonprofit Iowa corporation  
organized under Chapter 504A  
Iowa Code)

ARTICLE I

Scope and Definitions

1. The following are Bylaws of BELDEN COURT OWNERS ASSOCIATION, INC., a nonprofit corporation organized under Chapter 504A, Code of Iowa, which govern the council of co-owners of Belden Court, a condominium regime, situated in Cedar Rapids, Linn County, Iowa.

2. The term "regime" means the horizontal property (condominium) regime known as Belden Court and situated and located on the following described real estate situated in Linn County, Iowa, to-wit:

Lots 1 and 2 Timberline Second Addition,  
Cedar Rapids, Iowa.

As and if additional lands or buildings are submitted to the same regime, this corporation shall likewise function as the council of co-owners of the entire regime as thus supplemented and enlarged.

3. The term "person" shall include a corporation, trust or other entity or representative. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter according to context.

ARTICLE II

Members and Voting Rights

1. Subject to the qualifications set forth in paragraph 2 below, the owners of record of the homes lawfully submitted to the regime shall constitute the members of the

corporation, and membership shall automatically cease when the record ownership of such home is terminated. The developer of the regime shall be a member and have the rights of membership with respect to proposed but uncompleted and completed but unsold homes that have been submitted to the regime.

2. If ownership is acquired or terminated by instrument of transfer but not of record, or, if acquired or terminated other than by way of instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Board of Directors of the corporation evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving.

3. If more than one person owns an interest in the same home, all such persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that home shall be cast by the person or persons named on a certificate signed by all owners or fiduciaries or other officials. If such certificate is not executed and filed with the Association, the number of votes entitled to be cast with respect to that home shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all owners, or fiduciaries, or officials are present and concur in the casting of such votes. This restriction, however, shall not affect the total number of votes outstanding and entitled to be cast which shall be equal to the number of homes in the regime, whether proposed or completed, nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the condominium documents.

4. The total number of votes outstanding and entitled to be cast by all members is equal to the number of homes in the regime, whether proposed or completed. The owner of each home shall be entitled to one (1) vote. If there is more than one owner, the owners shall be entitled to one (1) vote collectively. All votes cast by members collectively shall be cast as one (1) vote and may not be divided.

### ARTICLE III

#### Membership Meetings

1. The annual meeting and any special meeting shall be held within Linn County, Iowa, and all such meetings, annual

or special, shall be held at such particular time and place (which may or may not be at the registered office of the corporation), as is set forth in the Notice thereof.

2. At any annual or special meeting, the presence of members, in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding as determined by the Declaration shall constitute a quorum for the transaction of business. All action taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting unless a different rule is provided herein or by the Articles of Incorporation, the Declaration of Condominium, Bylaws or any agreement to which the Association is a party. If neither the President nor Vice-President is available to preside, a chairman shall be elected.

3. A special meeting of the members may be called by the President or, in the event of his absence or disability, by the Vice-President, or by one-third (1/3) of the directors or by such number of members who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding and entitled to be cast.

4. It shall be the duty of the secretary or his designate to give written notice to members of the time and place of the annual meeting. The person or persons calling a special meeting pursuant to paragraph 3 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related to the purposes of the special meeting as defined in said notice.

5. At all meetings the order of business shall consist of the following:

- A. Election of chairman, if required.
- B. Calling roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers, if applicable.
- F. Reports of committees, if applicable.
- G. Election of inspectors of election, if applicable.
- H. Election of directors, if applicable.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

Robert's Rules of Order shall govern unless specifically superseded.

6. At all membership meetings, the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the home in question and shall set forth the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

7. Notice shall be given by mailing or delivering the same not less than ten (10) nor more than fifty (50) days prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at the address of his home within the condominium regime, unless at the time of giving of such notice, he has in writing directed a different mailing address to be carried on the rolls of the corporation. Where a home is owned in common or jointly, notice is duly given to the person named in the certificate required by paragraph 3 of Article II.

8. The annual meeting of the members shall be held on the 24th day of October each year at 8:00 p.m., local time, provided the first annual meeting shall not be held until such date in the year 1989, provided the initial Board of Directors may call an annual meeting prior to such date if such Board elects, all pursuant to the provisions of the Declaration of Condominium in which the Developer as the initial Board of Directors has retained the right to name all directors until such time. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting. If the 24th day of October falls on a Friday, Saturday or Sunday, the meeting shall be held on the Monday night following at 8:00 p.m., local time.

#### ARTICLE IV

##### Board of Directors

1. The corporation and its affairs shall be governed, managed, and administered by a Board of Directors. The initial Board is one (1) in number and the initial Director shall be Donald E. Primus. The initial Director need not be a member of the corporation. From and after the first annual meeting of the members, the Board of Directors shall be selected from the members of the corporation. An officer or designated agent of a corporate member may serve as a director.

2. From and after the first annual meeting, the Board of Directors shall be three (3) in number, and at the first meeting the term of the initial director shall expire and the full complement of three (3) directors shall be elected. Thereafter the term of office for each director shall be three (3) years, except that at the first annual meeting one (1) director shall be elected for a one (1) year term, one (1) director shall be elected for a two (2) year term, and one (1) director shall be elected for a three (3) year term so that at each annual meeting subsequent to the first annual meeting the terms of office of one-third (1/3) of the Board shall expire and a new director shall be elected accordingly, but there shall be no limitation on the number of terms during which a director may serve. All directors shall serve until their successors are duly designated and qualified.

3. Election of directors shall be by ballot in which votes are cast in favor of as many directors as there are vacancies to fill. The person receiving a majority of the votes cast shall be elected. If no person receives a majority vote, as many additional ballots shall be taken as may be required and in each such case, the nominee receiving the least number of votes in the previous ballot shall be eliminated from further consideration.

4. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by vote of the majority of the directors remaining in office, whether those remaining constitute a quorum or not.

5. The initial director shall not be subject to removal. Thereafter a director may be removed from office at a special meeting called for such purpose if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

6. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the Board of Directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the directors may be called by the President or any two (2) directors. Not less than two (2) days notice shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an executive committee or other committees and by such resolution

provide the extent and manner to which the same may have and exercise the authority of the Board.

## ARTICLE V

### Officers

1. The officers of the Corporation shall be the President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, who may or may not be directors but who must be members, all of whom shall be elected annually by the Board of Directors, except that the initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting, and the initial officers who serve until the first annual meeting need not be members or Directors of the Corporation. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors. More than one office may be held by a single person.

2. The President shall be the chief executive officer of the Corporation. He shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Corporation.

3. The Vice-President shall preside over membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President, and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary shall keep the minutes of all proceedings of membership meetings and directors' meetings and shall have custody and control of the minute book of the Corporation, and shall keep or be in charge and control of the records of the Corporation except those of the Treasurer, and shall give notice where required or directed to do so.

5. The Treasurer shall have control of the funds and other property of the Association, shall keep the financial books and records thereof and shall pay vouchers approved by the Board or designate some person under his control to do so.

6. Compensation of all officers and employees shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee, nor from contracting with a director for management of the condominium.

7. Any deed or contract for sale of real estate or lease (or assignment of such contract or lease) may be executed by the President or Vice-President and any officer other than the President or Vice-President. Any lien held by the Association may be released by any of the officers of the Association. The Board of Directors may, in addition, authorize the execution of the kinds of instruments above mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall by resolution direct.

## ARTICLE VI

### Powers and Duties of the Board of Directors

All of the powers and duties of the corporation (including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium), shall be exercised by the Board of Directors. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include in addition to those elsewhere provided for, but shall not be limited to, the following:

1. To make and collect assessments against members for all common expenses.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement, and operation of the condominium property including all common areas, elements and facilities, and homes, as applicable and the construction of new improvements or alterations if authorized, and making or providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefor.

4. The reconstruction, repair, restoration, or rebuilding of the condominium property and of any homes as applicable after casualty or otherwise, as provided in the Declaration.

5. To make and amend regulations restricting the use and occupancy of the property in the condominium and in their discretion to permit or forbid an action or conduct as discretion is committed to them in the condominium documents.

6. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the Bylaws of the corporation and the regulations for the use of the property in the condominium.

7. To contract for management of the condominium and to delegate to such contractor all powers and duties of the corporation except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the corporation; to employ, designate and remove any personnel necessary for the maintenance, repair and replacement of the common areas and facilities.

8. To pay taxes and assessments which are liens against any part of the condominium other than individual homes and the appurtenances thereto, and to assess the same against the home(s) subject to such liens.

9. To carry insurance as required by the Declaration.

10. To pay the cost of all utility or other services rendered to any of the condominium property which is not billed directly to owners.

11. To interpret and apply the provisions of the condominium documents in matters of dispute between owners or between owners and the Association, which determination shall be binding on the owners; to conduct or supervise all votes or determinations by members other than a membership meeting.

12. To acquire title to and ownership of in the name of the Association homes within the regime upon judicial sale, and on behalf of all owners to sell, lease or mortgage such homes and to borrow funds for any legitimate purpose and to assign as security therefor the assessment receivables due the Association, provided the Board of Directors may in no manner affect or encumber the common elements of the regime or any home or the fractional interest appurtenant to such home (except such homes and the interests appurtenant thereto as the Association has acquired upon judicial sale) and provided further, the authority of the Board of Directors to borrow in excess of Five Thousand Dollars (\$5,000) other than in connection with the mortgage of an acquired home to the amount of the loan

value thereof shall be exercised only in the event of approval of owners entitled to cast seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. For purposes of permitted conveyance, lease, or encumbrance of homes or assessment receivables, the Board of Directors shall be regarded as the irrevocable agent and attorney in fact for all owners and members.

## ARTICLE VII

### Common Expenses; Assessments and Collection

1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in any of the condominium documents and as are necessary or implied in connection with the powers and duties of the Board of Directors and the provisions of Chapter 499B and 504A, Code of Iowa. Snow removal and lawn care in connection with common land shall be assumed by the Association as common expense.

2. Assessments against the homes and the owners thereof shall be made by the Association in order to provide funds for the discharge of all common expense of the Association, which assessments, in addition to being and constituting a lien against the home in question and the appurtenances thereto shall also be a personal liability of the owner thereof and jointly and severally so if more than one owner. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in the case of "special" assessments, each home and owner shall be liable and subjected only to the proportionate share of the total common expense and assessment made therefor as is derived by multiplying the total assessment by the fractional interest of ownership of the common elements which is appurtenant to that home, as set forth in the Declaration of Condominium. Certain common expense for increased insurance premiums or on account of the failure of an owner to provide insurance or maintenance as provided by the Declaration or other defaults shall be recovered by an assessment made only against a particular home(s) and the owner or owners thereof, which assessments are referred to in the condominium documents as "special" assessments and shall be made in the necessary amounts therefor and without regard to the fractional interest formula. The expense of utilities which are not separately metered to each home is a common expense but the assessments therefor may be made either according to the fractional interest appurtenant to each home or as "special"

assessments on some other equitable prorated basis as the Board of Directors may determine.

3. Where a mortgagee or purchaser of a home obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, his successors and assigns, shall not be liable for the assessments chargeable to such home due prior to the acquisition of title and such unpaid assessment shall thereafter be deemed to be common expenses collectible from all owners, including the mortgagee or purchaser, his successors and assigns. The owner of a home pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments whether generally or "specially" levied against said home and the grantor or prior owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid therefor.

A first mortgagee, upon request, will be entitled to written notification of any default in the performance of the mortgagor of any obligation created by the Declaration of Condominium, the Articles or any other document affecting the condominium, which default is not cured within sixty (60) days.

4. The Board of Directors shall adopt a budget each year for such one year fiscal period as it elects to report on for income tax purposes which shall include the estimated funds required to defray the following common expenses:

(a) Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds, and the assessment for current expense may sometimes be referred to as the working capital assessment and the funds thereof as the working capital fund. Any balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually and for replacement of common property required on account of depreciation or obsolescence.

(c) Reserve for replacement, which shall include generally funds for repair, reconstruction and the like required because of damage, destruction, or other hazards.

Upon the determination of such budget, the directors shall each year levy an assessment for the amount to be thus assessed against each home at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing requirement of regular assessments, the Board of Directors may discontinue a regular annual assessment or reserve for replacement, or transfer such portion thereof to another fund or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

5. The Board may also make and levy, from time to time, assessments for common emergency or extraordinary expenses. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the Board. Funds for emergency expenses may be raised by emergency assessment and/or by regular but separate reserve accounts and assessments for such purposes.

6. The regular annual assessments made for current expense and deferred maintenance and replacement reserves or for any other purpose shall be due from and paid by the home owners as to their shares thereof in twelve (12) equal monthly installments payable on the first day of each month during the one year period in question. If any installment of any assessment of any kind or character is in default for more than thirty (30) days, the Board of Directors may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. When the Association has acquired a home, the assessment otherwise due and payable, reduced by the amount of income which may be derived from the leasing of such home by the Association, shall be apportioned and assessments therefor levied ratably among all other owners according to their percentage interests in the common elements.

7. At such time contemporaneously with the recording of the Declaration of Condominium or subsequent thereto as the Certificate of Occupancy for a building has been issued or as the Board of Directors determines, in its discretion, that a building and improvements have been substantially completed and are ready for occupancy, the Board of Directors shall immediately meet and adopt an interim budget and make such assessments of whatever character as are necessary in order to provide for the expenses and obligations of the Association as determined by the condominium documents during the period of any fractional calendar year or any fractional fiscal year as may remain until the commencement of the initial one year period contemplated by

paragraph 4 of this Article, which assessments shall be effective as of the date of the Certificate of Occupancy or such determination made by the Board.

8. If prior to the date of its first annual meeting the Association requires capital, the Developer may loan to it any sums required in excess of the assessment for which the Developer is liable as a home owner, in which event the requirement of Article VI, paragraph 12, of approval by a seventy-five percent (75%) vote shall not apply.

9. The share of all sums assessed payable by an owner but unpaid shall constitute a lien on the home or of such owner prior to all other liens, except tax liens on the home in favor of any assessing unit or special district and all sums payable on a first mortgage of record, which lien may be foreclosed by the Association in the manner and with the consequence provided in Section 499B.17, Code of Iowa. In event of foreclosure the owner shall be required to pay a reasonable rental for the home if he remains in possession thereof. The Association may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien which it holds. In event of suit or foreclosure, the Association shall be entitled to collect reasonable attorney fees from owner.

10. The Association shall at all times maintain complete and accurate written records of each home owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that home owner. Any person other than an owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

11. Notwithstanding anything to the contrary herein contained, any regular annual assessment or common emergency or extraordinary expense assessment may not be increased by more than Fifty Dollars (\$50.00) per month without the approval of the members at a special or annual meeting by a vote provided for in Article III, paragraph 2.

12. Upon the closing of each transaction whereby a home is purchased from the Developer there shall be due and payable from the owner to the Association an initial working capital contribution of Five Hundred Dollars (\$500.00) in order that the Association may have immediately available working capital funds to apply to its initial interim or annual or any other current expense budget. Upon such closing, the owner of the unit shall thereafter become liable for and pay the balance

of all assessments previously made as the same accrue. It is understood Developer shall not be liable for the working capital contribution herein mentioned.

## ARTICLE VIII

### Taxes

1. Real Estate Taxes. Real estate taxes assessed against the regime shall be assessed against the individual homes by the assessing authorities and shall be paid by the owners thereof. Each owner's assessment shall include the owner's fractional share of the common elements as set forth in the Declaration of Condominium. Each home owner when assessed shall be liable to pay all of such taxes assessed and the Association shall have no responsibility to pay the same but may do so as provided in Article VI, paragraph 8, of these Bylaws.

2. Personal Taxes. If any personal taxes are assessed against an individual owner, such owner shall be solely responsible therefor. If any personal taxes are assessed against the Association, such taxes shall be paid by the Association as a part of the Association's common expenses.

## ARTICLE IX

### Referendum

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the condominium documents to be made at a meeting of the members may be taken or made pursuant to a referendum ballot. Such a ballot may be initiated by one-third (1/3) of the Board of Directors or upon the written petition of owners who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each member a ballot returnable in no less than ten (10) nor more than fifty (50) days from the date of mailing. If prior or subsequent to such petition a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

## ARTICLE X

### Amendment

1. Except as herein provided, these Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a special or annual meeting of or upon a referendum ballot by the members upon the affirmative vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration of Condominium establishing the condominium regime and these Bylaws. No amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws shall change the provisions of the Declaration and these Bylaws which equate membership with home ownership, define the total number of votes, and base for each home the number of votes, liabilities for assessments, and interests in funds including insurance proceeds of the Association on the fractional interest appurtenant to that home unless unanimous consent of the home owners and their mortgagees is secured. Any amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws which affect Developer's rights, shall be void unless the written consent of Developer is given.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, provided, however, if notice of the proposed amendment has been given, a different amendment relative to the subject matter thereof may be adopted by those present, in person or by proxy, and possessing the requisite percentage of the total number of votes outstanding and entitled to be cast, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided in Section 499B.14, Code of Iowa, no modification or amendment of these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium executed and recorded in the manner set forth in the Declaration and in said Code Section, and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law.

4. Unless required by the specific provisions of the condominium documents or by law, an amendment to the Declaration of Condominium not affecting the subject matter of these Bylaws shall not be considered an amendment of these Bylaws.

## ARTICLE XI

### Indemnification of Directors and Officers

The Corporation shall indemnify any Director or officer of the Corporation, any former Director or officer and any such person who at the request of the Corporation is serving or has served as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise, and the heirs, executors and administrators of such person, against all expense, liability and loss (including attorneys' fees, judgments, fines, taxes, penalties, and amounts paid in settlement) actually and reasonably incurred by the indemnitee as to action in the person's official capacity and as to action in another capacity while holding the office, to the full extent permitted from time to time by applicable law, subject however to the remaining provisions of this Article. The obligation of the Corporation hereunder shall be subject to the terms and conditions of a plan of indemnification adopted by a majority of the Board of Directors. Any such plan may limit or condition the obligation of the Corporation hereunder, may grant contract rights to indemnitees, may limit indemnification to persons serving in specified offices, may provide procedural and substantive rights to indemnitees and may be amended, modified or terminated by a majority of the Board of Directors. A plan of indemnification may obligate the Corporation to indemnification which is less than the full extent permitted by applicable law and may contemplate future change in applicable law.

Indemnification under this Article shall be applicable to all actions regardless of the date or dates of any alleged transactions or occurrences giving rise to such actions unless the plan of indemnification provides to the contrary. No amendment, modification or termination of a plan of indemnification shall affect any right of indemnification arising out of a transaction or occurrence entered into or occurring prior to the effective date of such change in the plan. In the event the Board of Directors terminates a plan of indemnification without adopting another plan, indemnification under this Article shall be to the full extent allowed by applicable law until another plan has been adopted by the Board of Directors.

Indemnification under this Article or a plan of indemnification shall not restrict the power of the Corporation to provide for indemnification in any other manner and shall not obligate the Corporation to acquire and maintain insurance or to otherwise provide funds to meet its obligations hereunder.

ARTICLE XII

General Provisions

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.

2. The Corporation shall not have a corporate seal.

3. Each member shall have the obligations as such member as are imposed upon him by the condominium documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the condominium property, except as the same may attach only against his appurtenant interest therein and be removable as such.

4. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such assignment, hypothecation, or transfer of the home.

5. So long as a home is owned by Developer, Developer shall only be subject to assessment for "current" expense. Upon acquisition of such a home from Developer, however, such home shall then be subject to assessment for "reserves" for the prorated balance thereof during the fiscal year in question and the payment thereof in the same amount as previously assessed against homes not owned by Developer and to assessment and, in addition, the lien thereof for any emergency assessments in the same manner as if such home had not been Developer-owned at the time such assessments were made.