

ARTICLES OF INCORPORATION OF
VILLAS OF ASPEN CREEK TOWNHOME ASSOCIATION

In compliance with the requirements of the Nebraska Nonprofit Corporation Act, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

Name

The name of the corporation is Villas of Aspen Creek Townhome Association, hereafter called the "Association".

ARTICLE II

Mutual Benefit Corporation

The Association is a mutual benefit corporation.

ARTICLE III

Principal Office

The principal office of the Association is located at 11205 South 150th Street, Suite 100, Omaha, Nebraska 68138.

ARTICLE IV

Registered Agent and Office

Gerald Torczon, is hereby appointed the initial registered agent of this Association and the registered office of the Association is located at 11205 South 150th Street, Suite 100, Omaha, Nebraska 68138.

ARTICLE V

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profits to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots within that certain tract of property described as:

Lots Two Hundred Eighteen (218) through Two Hundred Forty-One (241), inclusive, in Aspen Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska,

And to promote the health, safety and welfare of the residents within the above-described property and of the homes situated on the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- a. Exercise all of the powers and privileges and to perform all of the duties and

obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Aspen Creek, as the same may be amended from time to time, hereinafter collectively called the "Declaration," applicable to the property and recorded or to be recorded in the Offices of the Register of Deeds of Sarpy County, Nebraska and as the same may be amended from time to time as therein provided, said Declaration being incorporated as if set forth in length;

b. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

d. Borrow money, and with the assent of two-thirds (2/3) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members of the Association;

f. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Nebraska by law may now or hereafter have or exercise.

ARTICLE VI Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant or its affiliated entities including Pine Crest Homes, LLC or its assigns, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant or its affiliated entities including Pine Crest Homes, LLC or its assigns (as defined in the Declaration), and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE VIII
Board of Directors

The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be members of the Association or be Owners. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Gerald Torczon	11205 South 150 th Street, Suite 100, Omaha, Nebraska 68138
Doris Nicholson	11205 South 150 th Street, Suite 100, Omaha, Nebraska 68138
Mary Jayne Throener	11205 South 150 th Street, Suite 100, Omaha, Nebraska 68138

At the first annual meeting of the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE IX
Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X
Duration

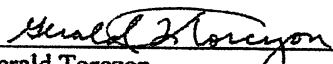
The corporation shall exist perpetually.

ARTICLE XI
Amendments

Amendment of these Articles shall require the assent of a majority of the entire membership.

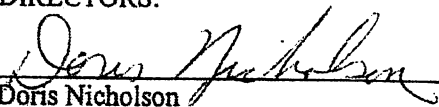
IN WITNESS WHEREOF, for the purposes of forming of the corporation under the laws of the State of Nebraska, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this ___ day of February 2017.

INCORPORATOR AND DIRECTOR:

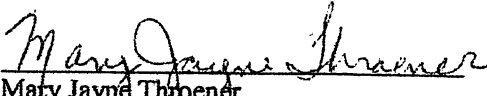


Gerald Torczon
11205 South 150th Street, Suite 100
Omaha, NE 68138

DIRECTORS:



Doris Nicholson
11205 South 150th Street, Suite 100
Omaha, NE 68138



Mary Jayne Throeng
11205 South 150th Street, Suite 100
Omaha, NE 68138

**NOTICE & AGENDA OF ANNUAL MEETING
OF ASPEN CREEK HOMEOWNERS ASSOCIATION**

Notice is hereby given that the annual meeting of the Members of Aspen Creek Homeowners Association will be held at 6:00 p.m. on March 1, 2017 at Gretna City Hall, 204 N. McKenna Avenue, Gretna, Nebraska 68028

Gerald L. Torczon
President

AGENDA

1. Open meeting and roll call
2. Proof of Notice of Meeting
3. Reading Minutes of Preceding Meeting (None – this will be 1st meeting)
4. Reports of Officers
5. Report of Board of Directors
6. Election of Members to the Board of Directors
7. Unfinished Business
8. New Business

BYLAWS
OF
VILLAS OF ASPEN CREEK TOWNHOME ASSOCIATION

Article I
Plan of Ownership

Section 1. Name and Location. The name of the corporation is VILLAS OF ASPEN CREEK TOWNHOME ASSOCIATION (hereinafter referred to as the “Association”). The initial office of the Association shall be located at 11205 S. 150th Street, Suite 100, Omaha, Nebraska, but meetings of members and directors may be held at such places within Nebraska as may be designated by the Board of Directors.

Section 2. Application. All present and future owners, mortgagees, lessees and occupants of the Lots and their employees, and any other person who may use the facilities of the Association in any manner are subject to these Bylaws and rules and regulations pertaining to the use and operation thereof. The acceptance of a deed of conveyance, or the execution of a lease, or the act of occupancy of any Lot in the Property shall constitute an acceptance of and agreement to comply with the provisions of these Bylaws.

Article II
Definitions

Section 1. Association. “Association” shall mean and refer to VILLAS OF ASPEN CREEK TOWNHOME ASSOCIATION, a Nebraska not-for-profit corporation, its successors and assigns.

Section 2. Common Facility. “Common Facility” shall mean facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include, but shall not be limited to, recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, paths, ways and green areas; and signs, fencing and entrances for Villas of Aspen Creek. Common Facilities may be situated on property owned or leased by the Association, or on dedicated property or property subject to easements accepted by and benefitting the Association.

Section 3. Declaration. “Declaration” shall collectively mean and refer to: (i) the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Aspen Creek dated July 25, 2016, and filed with the Sarpy County Register of Deeds on August 2, 2016, as Instrument No. 2016-18967 in Miscellaneous Records, as amended, from time to time; and (ii) any declarations recorded against subsequent residential phases of Aspen creek, all as may be amended from time to time.

Section 4. Lots. “Lot” or “Lots” shall mean and refer to each or all of the following
Lots:

Lots 218 through 241, inclusive, in Aspen Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, together with any replats and administrative lot splits, consolidations or subdivisions for the foregoing.

Section 5. Members. “Member” shall mean and refer to each Owner of a Lot.

Section 6. Owner. “Owner” of a Lot shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). A purchaser of a Lot under a land contract or similar instrument shall be deemed to be the Owner of the Lot for purposes of these Bylaws.

Terms used herein with an initial capitalized letter which are not otherwise defined herein, shall have the meanings ascribed to them in the Declaration.

Article III Board of Directors

Section 1. Initial Number and Qualification. The initial Board of Directors shall consist of those individuals designated in the Articles of Incorporation of the Association. Such Directors and their successors elected in accordance with Section 4 of this Articles shall serve until the first annual meeting of the Members, or until their successors are duly elected and qualified.

Section 2. Number and Qualification After Annual Election. The Board of Directors shall be composed of not fewer than three (3) nor more than nine (9) directors, each of whom shall be a Member or an Owner, an officer of a corporate Owner, a partner of a partnership Owner, or a member or an owner or an employee or agent of member of a limited liability company Owner.

Section 3. Powers and Duties. The Board of Directors shall have the powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, may include but shall not be limited to, the following:

- (a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities, if any, for the general use, benefit and enjoyment of the Members and the maintenance and repair of the improvements to the Lots as set forth herein.
- (b) The care and maintenance of trees and shrubs, lawns and other exterior landscaping improvements , except such improvements as may be within the confines of any fenced in area on any Assessable Townhome Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner.

- (d) Seasonal start up and shut down of an underground watering system.
- (e) Snow removal from drives, front walks and stoops only as to be determined by the guidelines set forth by the Board of Directors.
- (f) Trash removal, unless provided by local government authorities.
- (g) Maintain, repair and replace roofs.
- (h) Maintain, repair, including painting, all exterior walls, with the exception that the Townhome Association shall not assume the duty to repair or replace any glass surfaces, including but not limited to, window glass and door glass. The Townhome Association shall not assume the duty to repair or replace any doors, door openers, and cooling units for air conditioning systems, however, the Association shall assume the duty to paint the exterior surfaces of exterior doors.
- (i) Maintain, repair and replace gutters.
- (j) The development, operation and administration of the Common Facilities, if any, and the enforcement of the rules and regulations relating to the Common Facilities.
- (k) The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of the Declaration.
- (l) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association, including, but not limited to, purchase of insurance covering any Common Area or Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- (m) The exercise of all of the powers and privileges and performances of all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time.
- (n) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- (o) The employment of professionals and consultants to advise and assist the Officers and Board of Directors in the performance of their duties and responsibilities for the Association.
- (p) General administration and management of the Association and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration and management.

- (q) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

Section 4. Election and Term of Office. Commencing with the annual meeting of the Association in 2019, the Members entitled to vote shall elect Directors to replace the total number of Directors whose term is then expiring; each Director to serve a three (3) year term.

Section 5. Removal of Board of Directors. At any regular or special meeting of Members, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the Members entitled to vote and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the voting Members shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal by a vote of the Members entitled to vote, shall be filled by a vote of a majority of the remaining Directors at a special meeting held for that purpose, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the Directors so removed and until a successor shall be elected at an annual meeting of the Members.

Section 7. Annual Meeting. The annual meeting of the Board of Directors shall be held within ten (10) days following the annual meeting of the Members, at such time and place as shall be fixed by the Members at the meeting. No notice shall be necessary to the newly elected Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors, shall be present at such meeting.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meeting. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President and Secretary in like manner and on like notice on the written request of at least twenty percent (20%) of the Directors then in office.

Section 10. Waiver of Notice and Consents in Lieu of Meeting. Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Business may be transacted and approved by the Board of

Directors in the form of a written consent in lieu of a regular or special meeting provided all the Directors shall have executed such written consent.

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

Section 12. Fidelity Bonds. The Board of Directors may obtain fidelity bonds for all officers, directors and employees of the Association handling or responsible for Association funds. The premiums for such bonds shall constitute a common expense.

Section 13. Compensation. No Director shall receive any compensation for acting as such; provided, however, the Directors may be reimbursed for any reasonable expenses incurred on behalf of the Association at the direction of the Board.

Section 14. Liability of the Board of Directors. The Directors shall not be liable to the Members for any mistake of judgment, or otherwise, except for their own individual willful misconduct. The Association shall, to the extent permitted by the Nebraska Nonprofit Corporation Act, as amended from time to time, indemnify and reimburse to the greatest extent permitted by law, all persons whom it may indemnify and reimburse pursuant thereto. Notwithstanding the foregoing, the indemnification provided for in this Section shall not be deemed exclusive of any other rights to which those entitled to receive indemnification or reimbursement hereunder may be entitled under any Bylaw of this Association, agreement vote or consent of Members or disinterested Directors or otherwise. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Member arising out of any contract made by the Board of Directors or out of the indemnity in favor of the Directors shall be limited to a proportion of the total liability thereunder, which proportion shall be equivalent to the proportional rate of assessment of the Member's Lot under the Declaration. Agreements made by the Board of Directors or by the managing agent or by the manager on behalf of the Association may provide that the Directors or the managing agent, or the manager, as the case may be, are acting only as agent for the Members and shall have no personal liability thereunder (except as Members), and that each Member's liability thereunder shall be limited to a proportion of the total liability thereunder, which proportion shall be equivalent to the proportional rate of assessment of the Member's Lot under the Declaration.

Article IV Meetings and Voting Rights

Section 1. Annual Meeting. The annual meetings of the Members shall be held on the 1st Tuesday in November of each year, beginning in 2018, unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding business day. The Members may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other suitable place convenient to such Members as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members. Additionally, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by at least seventy-five percent (75%) of all Members entitled to vote. Special meetings of the Members may not otherwise be called. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail or personally deliver, at least ten (10) but not more than sixty (60) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record a notice of each annual or special meeting of the Members at the address of the Lot or at such other address as such Members shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of Members cannot be held because a quorum has not attended, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll Call;
- (b) Proof of Notice of Meeting;
- (c) Reading of Minutes of Preceding Meeting;
- (d) Reports of Officers;
- (e) Report of Board of Directors;
- (f) Election of Members of the Board of Directors (when so required);
- (g) Unfinished Business; and
- (h) New Business

Section 7. Voting. The Declaration provides for Class A Members and Class B Members and prescribes the number of votes appurtenant to such membership class. The Members, or some person designated by such Member or Members to act as proxy on his, her or their behalf and who need not be an Owner, shall be entitled to cast the vote(s) appurtenant to a Lot, if any, at all meetings of Members. The designation of any such proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary by the Member or Members so designating. A fiduciary shall be the voting member with respect to any Lot owned in a fiduciary capacity. No vote may be cast on behalf of any lot unless all dues, charges or assessments of the Association have been paid current to the date of any election or to the time of

casting such votes. Further, in the event of the lack of an agreement among common owners of a Lot as to voting rights, the current payor of Association dues or charges shall be preferred with the ultimate decision of voting rights to be made by the Association's Board of Directors.

Section 8. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding at least one-tenth (1/10) of the votes entitled to be cast shall constitute a quorum at all meetings of the Members.

Section 9. Majority Vote. The vote of a majority of Member votes at a meeting at which a quorum shall be present shall be binding upon all Members for all purposes except where a higher percentage vote is required by law, or by these Bylaws or by the Declaration.

Section 10. Registration of Owner. It shall be the duty of each Member to register with the Secretary of the Association in writing: (i) the name and address of such Member; (ii) the nature and satisfactory evidence of such Member's interest or estate in a Lot; and (iii) the address at which such Member desires to receive notice of any duly called meeting of the Members. If a Member does not register as provided in this Article IV, Section 10, the Association shall be under no duty to recognize the rights of such Member hereunder, and shall not recognize such Member's right to vote as provided herein, but such failure to register shall not relieve a Member of any obligation, covenant or restriction under the Declaration or these Bylaws.

Article V Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Treasurer must be members of the Board of Directors and any one person may hold more than one office except the office of both President and Secretary.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Members and the Board of Directors. He or she shall have all the general powers and duties which are normally incident to the office of president of a corporation organized under the laws of the State of Nebraska, including but not limited to the power of appointment from among the Members of any committee which he decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; he or she shall have charge of such books and papers as the Board may direct; and he or she shall, in general, perform all the duties normally incident to the office of secretary of a corporation organized under the laws of the State of Nebraska.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he or she shall, in general, perform all duties normally incident to the office of treasurer of a corporation organized under the laws of the State of Nebraska.

Section 8. Agreement, Contracts, Deeds, Checks Etc. All agreements, contracts, deeds, leases, mortgages, checks and other instruments of the Association shall be executed by the President or by any two of the other officers of the Association.

Section 9. Compensation of Officers. No officer of the Association shall receive any compensation for acting as such.

Article VI Operation of Common Facilities

Section 1. Determination of Dues and Assessments. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association and establish the amount of dues and assessments. The amount of the dues and assessments and the expenditure of funds by the Association shall be governed by applicable provisions of the Declaration. The Board shall advise each Owner in writing of the amount of dues and assessments payable by him and shall furnish copies of each budget on which such dues and assessments are based to all Owners and to their mortgagees who request a copy in writing.

Section 2. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws:

- (a) To suspend the voting rights of the Lot in question; and/or
- (b) To suspend the right of the Owner to use the Common Facilities; and/or

- (c) To take such actions as are deemed appropriate by the Board of Directors, including enjoining, abating, or election to remedy such thing or condition by appropriate legal proceedings.

Section 3. Maintenance and Repair. All maintenance, repair and replacement to the Common Facilities (unless necessitated by the negligence, misuse or neglect of an Owner, in such case such expense shall be charged to such Owner), shall be made by the Association and be charged to all the Owners as provided in the Declaration.

Article VII Mortgages

Section 1. Notice of Unpaid Dues or Assessments. The Board of Directors, whenever so required in writing by a mortgagee of a Lot, shall promptly report any then unpaid dues or assessments, or other default by the Owner of the mortgaged Lot.

Section 2. Notice of Default. The Board of Directors, when giving notice to an Owner of a default in paying dues or assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Lot whose name and address has been furnished to the Board.

Section 3. Examination of Books. Each Owner and each mortgagee of a Lot shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Article VIII Records and Audits

The Board of Directors shall keep reasonably detailed records of the actions of the Board, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Lot which, among other things, shall contain the amount of dues and assessments against such Lot, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all Members at least annually.

Article IX Miscellaneous

Section 1. Notices. All notices to the Board of Directors shall be sent by certified mail, receipt requested, in care of the President, or to such other address as the Board may hereafter designate from time to time. All notices to any Owner or member shall be sent by regular mail. All notices to mortgagees of Lots shall be sent by regular U.S. mail to their respective addresses, as designated by them from time to time, in writing to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of the remaining provisions.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

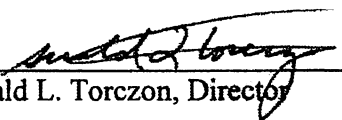
Section 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Payment of Assessments. No Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease his, her, or its Lot unless and until he, she or it shall have paid in full to the Board all unpaid standard dues and special assessments theretofore assessed by the Board against his, her, or its Lot and unless and until he, she or it shall have satisfied all unpaid liens against such Lot, except permitted mortgages.

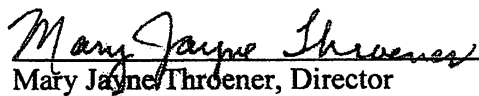
Article X
Amendments to Bylaws

Except as otherwise provided, these Bylaws may be modified or amended by the Board of Directors or by the majority vote of Members at any annual, regular or special meeting, provided, an amendment may not be made that is conflicting with the Declaration unless a corresponding amendment is made to the Declaration.


IN WITNESS WHEREOF, we being all of the Directors of the Villas of Aspen Creek Townhome Association, have hereunto set our hands this 14th day of June 2018.



Gerald L. Torczon, Director



Mary Jayne Throener, Director



Doris Nicholson, Director