BYLAWS
OF
LEGACY TOWNHOMES AT CENTREPOINTE OWNERS ASSOCIATION, INC.

ARTICLE I
General

1.1 Purpose of Bylaws. These Bylaws are adopted for the regulation and management of the affairs of the Legacy Townhomes at Centrepointe Owners Association, Inc. ("Association"). The Association has been organized as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act, § 7-121-101, et seq., C.R.S. ("Corporation Act") and constitutes the Association described in that certain Declaration of Covenants, Conditions and Restrictions of Legacy Townhomes at Centrepointe ("Declaration"). The Declaration has been executed by Brittany Homes, Inc., a Colorado corporation ("Declarant"). The Declaration relates to real property in Morgan County, Colorado. All capitalized terms used herein shall have the same meanings as used in the Declaration, unless otherwise defined herein.

ARTICLE II
Offices

2.1 Principal Office. The initial principal office of the corporation in the State of Colorado shall be located at 22782 E Mineral Pl, Aurora, CO, 80016. The corporation may have such other offices either within or without the State of Colorado as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

2.2 Registered Office and Agent. The corporation shall have and continuously maintain in the State of Colorado a registered office and a registered agent whose office is identical with such registered office as required by the Corporation Act. The registered office may be but need not be identical with the principal office in the State of Colorado, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III
Members

3.1 Members. Each Owner of a Lot shall be a member of the Association ("Member"), as more fully set out in the Declaration, the terms of which pertaining to membership are incorporated herein by reference.

3.2 Voting Rights of Members. The Association shall have one class of voting membership, composed of all Owners, including Declarant. Each Member shall be entitled to one (1) vote for each Lot owned, except that no votes allocated to a Lot owned by the Association may be cast. The maximum number of votes that may be cast in connection with any matter shall be equal to the total number of Lots then existing within the Association. Cumulative voting shall not be permitted.

3.3 Voting by Joint Owners. The vote for a Lot, the ownership of which is held by more than one Person, may be exercised by any one of them, unless an objection or protest by any other Owner of an interest in the Lot is made prior to the completion of the vote, in which case the vote for such Lot shall be exercised, as the persons holding a majority of such interest determine between themselves. Should the joint owners of a Lot be unable, within a reasonable time, to agree upon how they will vote any issue, they shall be passed over and their right to vote on such issue shall be lost.

3.4 Suspension of Voting Rights. The Association may suspend the voting rights of a Member for a period not to exceed 60 days for any infraction of published Rules and Policies, the Declaration or the Bylaws, or for any period during which any assessment against such Owner's Lot remains unpaid. All Members shall be entitled to vote on all matters except any Members who are in default in any obligations to the Association.

ARTICLE IV
Meetings of Members

4.1 Annual Meetings. The first annual meeting of the Members (the term "Member" is used interchangeably with the term "Owner") shall be held within 12 months from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year as the month in which the first annual meeting was held, the specific date and time thereof to be designated by the Board of Directors and specified in the Notice of Meeting. The annual meetings shall be held to transact such business as may properly come before the meeting.

4.2 Special Meetings. Special meetings of the Members may be called by the President of the Association, a majority of the Board of Directors of the Association or by Members holding not less than 40% of the total votes of all Members. No business shall be transacted at a special meeting of the Members except as indicated in the Notice of Meeting.

4.3 Record Date. To determine Members entitled to notice of and to vote at any meeting of Members or in order to make a determination of such Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Members. The Board may close the Membership of the Association for a period of not less than 10 days but not more than 50 days preceding the date of any regular or special meeting of the Members.

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

4.5 Notice of Members' Meetings. Written notice stating the place, date and hour of any meeting shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally, by mail, by electronic transmission (e-mail) or as otherwise permitted by law, by or at the direction of the President or the Secretary of the Association to each Member entitled to vote at such meeting.

The notice of an annual meeting shall identify the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, any proposal to remove an officer or member of the Board of Directors, and any matter that may come before the meeting. The notice of special meeting shall state the purpose or purposes for which the meeting is called.

If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage prepaid addressed to the Member at his or her address as it appears on the records of the Association or to any other mailing address designated in writing by the Member. Such notice shall also be posted in a conspicuous place at the Project, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given, and such notice shall be deemed delivered to any Member upon such posting if such Member has not furnished an address for mailing of notice to the Association.

The Association is encouraged to provide all required notices and agendas in electronic form, by posting on a web site or otherwise, in addition to printed form. If such electronic means are available, the Association shall provide notice of all regular and special meetings of Members by electronic mail to all Members who so request and who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four hours before the meeting.

4.6 Quorum. The presence at any meeting in person or by proxy of Members entitled to cast at least 20% of the total votes of all Members shall constitute a quorum at any meeting of Members. Members present in person or by proxy at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time set for the original meeting at which adjourned meeting the quorum requirement shall be the Members entitled to cast at least 10% of the total votes of all Members.

4.7 Order of Business. The order of business at any meeting of Members shall be as follows: (a) roll call to determine whether or not a quorum is represented at the meeting; (b) establish notice of meeting or waiver of notice; (c) reading of minutes of the preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) conduct of other business for which the meeting was called.

4.8 Presiding Officer. The President of the Association or if absent, the Vice-President, shall call meetings of Members to order and act as the chairman. In the absence of both of these officers, the Members present shall select a chairman and secretary of the meeting.

4.9 Vote Required at Members Meetings. At any meeting if a quorum is present, a majority of the votes present in person or by proxy and entitled to be cast on an issue shall be necessary for its adoption, unless a greater proportion is required by law, the Declaration, the Articles of Incorporation or these Bylaws.

4.10 Waiver of Notice. A waiver of notice of any meeting of Members signed by a Member whether given before or after the meeting shall be equivalent to the giving of notice of the meeting to such Member. Attendance of a Member at a meeting either in person or by proxy shall constitute waiver of notice of such meeting except when the Member attends for the sole and express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

4.11 Action of Members Without a Meeting. Any action required to be taken or which may be taken at a meeting of the Members may be taken without a meeting if a written consent setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

4.12 Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of the Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter, pursuant to the procedures set forth in the Corporation Act.

4.13 Voting By Mail or E-Mail. The election of Directors may be conducted by mail or e-mail in such manner as the Board of Directors shall determine as permitted by the Corporation Act and the Act and shall require at least a majority of the total votes which Members are entitled to cast in such election.

4.14 Meeting by Telecommunication. At the Board's discretion, any annual, regular or special meeting of the Members may be conducted through the use of any means of communication by which all Members participating in the meeting may hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE V
Board of Directors

5.1 General Powers and Duties of the Board. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association. Without limiting the generality of the foregoing, the Board shall have the power to exercise or cause to be exercised for the Association all of the powers, rights and authority of the Association not expressly reserved to the Members in the Declaration, the Articles, these Bylaws, the Corporation Act, or the Act.

5.2 Special Powers and Duties of the Board. Without limiting the generality of the foregoing, the Board of Directors shall be vested with the specific duties, powers and authority as established herein and in the Declaration, the Articles, by the Act and by the Corporation Act.

5.3 Number of Directors. During the Period of Declarant Control, the Declarant in its sole discretion may determine the size of the Board of Directors. After the Period of Declarant Control, the Board of Directors shall be comprised of at least three (3) but no more than five (5) Directors (or "Board members"), as determined by resolution of the Board of Directors from time to time, provided however, that no decrease in the number of Director shall be approved which will have the effect of shortening the term of office of any incumbent Director.

5.4 Qualification of Directors. A Director may be any natural person who is an Owner of a Lot or designated representative of an Owner.

5.5 Appointment, Election and Term of Office.

(a) During the Period of Declarant Control, the Declarant may appoint and remove the officers and Directors of the Board of Directors of the Association. However, this right to appoint and remove officers and Directors of the Board shall terminate no later than 60 days after conveyance of 75% of the Lots That May Be Included to Owners other than the Declarant. Directors elected by the Owners under this Subparagraph (a) shall hold office until the earlier of their resignation, removal or the election under Subparagraph (b) of this Section 5.5. All Directors and officers appointed by the Declarant shall be subject to removal and replacement at any time and from time to time by the Declarant in its sole and absolute discretion.

(b) Not later than the termination of the Period of Declarant Control, the Members (including Declarant) shall elect a Board of Directors of at least three (3) members, at least a majority of whom must be Owners other than the Declarant, or designated representatives of Owners other than the Declarant. The Board shall elect its officers. The Board members and officers shall then take office upon election.

(c) The terms of office of each Director shall be three (3) years; provided that, at the time of the first election under Subparagraph (b) of this Section 5.5, at least one Director shall be elected for a three (3) year term; at least one Director shall be elected for a two (2) year term; and at least one Director shall be elected for a one (1) year term. Directors elected thereafter shall serve for terms of three (3) years each.

5.6 Removal of Directors. The Members representing sixty-seven percent (67%) of the total votes of all Members present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any member of the Board of Directors with or without cause, other than a Director appointed by the Declarant.

5.7 Other Vacancies. Except as set out in Section 5.5, any vacancy occurring in the Board of Directors other than by removal of a Director at a meeting of Members, may be filled by the affirmative vote of a majority of the then remaining Directors even though less than a quorum. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office.

5.8 Regular Meetings. A regular annual meeting of the Board of Directors may be held without other notice than this Bylaw immediately after and at the same place as the regular annual meeting of Members, or at such other time and place, either within or without the State of Colorado, as the Board may determine by resolution. The Board may provide by resolution the time and place, either within or without the State of Colorado, for the holding of additional regular meetings of the Board without other notice than such resolution.

5.9 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors.

5.10 Notice of Director's Meetings. Notice of any special meeting of the Board of Directors shall be given at least three (3) days prior to the meeting by written notice delivered personally or sent by mail, e-mail or facsimile to each Director at his or her address as shown by the records of the Association. If mailed, such notice shall be deemed delivered when deposited in the United States mail, first class postage prepaid. If notice is given by e-mail or facsimile, such notice shall be deemed to be delivered on the same day as transmittal. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law or by these Bylaws.

5.11 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. However, if less than a majority of Directors is present at said meeting, they may adjourn the meeting from time to time without further notice.

5.12 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless a greater number is required by law or by these Bylaws.

5.12 Action of Directors Without A Meeting. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a written consent is signed by all of the Directors as provided by the Corporation Act.

5.13 Meeting by Telecommunication. Any annual, regular or special meeting of the Board of Directors may be conducted through the use of any means of communication by which all Directors participating in the meeting may hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE VI
Special Powers and Duties

6.1 Special Powers. The Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting an annual budget in which there shall be established the contribution of each Owner to the Common Expenses including reserves;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessments. Unless otherwise determined by the Board of Directors, the annual assessments against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep and maintenance of all of the Common Elements and other property as set out in the Declaration;

(d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, other property as set out in the Declaration and the operation of the Association; and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) opening bank accounts on behalf of the Association and designating the signatories required;

(f) collecting the Assessments, depositing the proceeds thereof in a bank depository and using the proceeds to administer the Association;

(g) making and amending Rules;

(h) Making or contracting for the making of repairs, additions and improvements to or alterations of the Common Elements and other property in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and Rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration and paying the premium cost thereof; obtaining fidelity bonds;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to individual Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred.

(m) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers and grantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, Rules governing the Lot, and other books and records and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Elements reasonably necessary to the ongoing development or operation of the Property.

ARTICLE VII
Officers

7.1 Officers and Qualifications. The officers of the Association shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer and such other officers as may be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary. The officers shall be natural persons over the age of 18.

7.2 Election and Term of Officers. The officers of the Association shall be elected annually for a one (1) year term by the Board of Directors at the regular annual meeting of the Board. Each officer shall hold office until his or her successor has been duly elected and qualified.

7.3 Removal of Officers. The Board of Directors with or without cause may remove any officer whenever in the Board's judgment the best interests of the Association will be served thereby.

7.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

7.5 President. The President shall be the principal executive officer of the Association and shall supervise all of the business and affairs of the Association. In general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall preside at all meetings of the Board and of the Members of the Association.

7.6 Vice-President. In the absence of the President or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President and when so acting shall have all of the powers of and shall be subject to all of the restrictions upon the President. A Vice-President shall perform such other duties as may be assigned to him or her by the President or by the Board of Directors.

7.7 Treasurer. The Treasurer shall have the charge and custody of and be responsible for all funds and security of the Association; the Treasurer shall keep correct and complete financial records of books of account and records of financial transactions and condition of the Association and shall submit such reports as the Board of Directors may from time to time require. In general, the Treasurer shall perform all of the duties incident to the office of Treasurer and such other duties as may be from time to time assigned to him or her by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the Board shall determine. The Association shall pay the premium for such bond.

7.8 Secretary. The Secretary shall keep the minutes of the meetings of the Members and the Board of Directors; see that all notices are duly give in accordance with the provisions of theses Bylaws or as required by law; be the custodian of the corporate records and of the seal of the corporation, if any; keep Membership books and a register of the address of each Member; prepare, execute, certify and record amendments to the Declaration on behalf of the Association; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

ARTICLES VIII
Committees

8.1 Committees of Directors. The Board of Directors may designate and appoint one or more committees that may consist of or include Members or their designated representatives who are not Directors. Any such committee shall have and exercise such authority as may be specified in the resolution creating such committee except such authority as can only be exercised by the Board.

8.2 General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation of authority shall not operate to relieve the Board of any responsibility imposed upon it by law. The provisions of these Bylaws with respect to notice of meeting, waiver of notice, quorum, adjournment, votes required, and action by consent applicable to meetings of the Board of Directors shall be applicable to meetings of committees. In addition, each committee may adopt rules for its own governance not inconsistent with these Bylaws, the Declaration, the Articles of Incorporation, or with Rules adopted by the Board.

ARTICLE IX
Managing Agent

The Board of Directors may employ for the Association a professional management agent or agents (the "Managing Agent") at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent.

ARTICLE X
Financial Matters

10.1 Contracts. The Board of Directors may authorize any officer or officers of the Association to enter into any contract or to execute and deliver any instrument on behalf of the Association.

10.2 Checks and Drafts. All checks, drafts or orders for the payment of money or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or agents of the Association and in such manner as shall from time to time be determined by the Board of Directors.

10.3 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

10.4 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for any purpose of the Association.

10.5 Compensation of Officers, Directors and Members. No Director shall have the right to receive any compensation from the Association for serving as a Director except for reimbursement of expenses as may be approved by resolution of the Board of Directors. Agents and employees of the Association shall receive such reasonable compensation as may be approved by the Board.

10.6 Loans to Directors and Officers Prohibited. No loan shall be made by the Association to any Director or officer.

10.7 Delegation of Collection. If the Association delegates powers of the Board of Directors relating to collection, deposit, transfer or disbursement of Association funds to a third party or a Managing Agent, then such third party or Managing Agent shall:

(a) maintain fidelity insurance coverage or a bond in an amount not less than fifty thousand dollars ($50,000) or such higher amount as the Board may require;

(b) maintain all funds and accounts of the Association separate from the funds and accounts of other Associations managed by such third party or Managing Agent and maintain all reserve accounts of each Association so managed separate from operation accounts of the Association.

In addition, an annual accounting for Association funds and a financial statement shall be prepared and presented to the Association by the managing agent, public accountant, or a certified public accountant using generally accepted accounting principles on a cash or tax basis of accounting.

ARTICLE XI
Indemnification of Officials and Agents

11.1 Certain Definitions. A "Corporate Official" shall mean any Director or officer and any former Director or officer of the Commercial Association and any member of a Commercial Association committee. A "Corporate Employee" shall mean any employee and any former employee of the Commercial Association. "Corporate Official" and "Corporate Employee" shall not include any managing agent employed by the Association and no such person shall have rights of indemnification hereunder. "Expenses" shall mean all costs and expenses, including attorneys' fees, liabilities, obligations, judgments, and any amounts paid in reasonable settlement of a Proceeding. "Proceeding" shall mean any claim, action, suit, or proceeding, whether threatened, pending, or completed, and shall include appeals.

11.2 Right of Indemnification. The Association shall indemnify any Corporate Official and any Corporate Employee against any and all Expenses actually and necessarily incurred by or imposed upon him in connection with, arising out of, or resulting from, any Proceeding in which he may be involved or to which he is or may be made a party by reason of (a) actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty while acting in his official capacity as a Corporate Official or Corporate Employee, or (b) any matter claimed against him solely by reason of his being a Corporate Official or Corporate Employee. The right of indemnification shall not extend to any matter as to which such indemnification would not be lawful under the laws of the State of Colorado.

11.3 Indemnification Prohibited. The right of indemnification shall not extend to matters as to which the Corporate Official or Corporate Employee has been adjudged liable for gross negligence or willful misconduct in the performance of the Corporate Official's or Corporate Employee's duty to the Association. Notwithstanding the foregoing, the Association shall indemnify such Corporate Official or Corporate Employee if and to the extent required by the court conducting the Proceeding, or any other court of competent jurisdiction to which such Corporate Official or Corporate Employee has applied, if it is determined by such court, upon application of such Corporate Official or Corporate Employee, that despite the adjudication of liability in the circumstances of this Section 11.3 and in view of all relevant circumstances, the Corporate Official or Corporate Employee is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Code.

ARTICLE XII

Notice and Hearing Procedure

12.1 When Applicable. The Board of Directors may impose a fine, suspend voting, or perform obligations on behalf of an Owner, for violations by an Owner, Permittee, or other occupant of a Lot, set forth in the Declaration, these Bylaws or the Rules and Policies in compliance with the procedure set forth in this Article.

12.2 Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(a) the alleged violation;

(b) the action required to abate the violation; and

(c) a time period, not less than 10 days, during which the violation may be abated without further sanctions, (if such violation is a continuing one) or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing (if the violation is not continuing).

12.3 Notice. If the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board of Directors or its delegate shall serve the alleged violator with written notice of a hearing to be held by the Board of Directors. The notice shall be served in the same manner as notice of a meeting of the Members of the Commercial Association. The notice shall contain:

(a) the nature of the alleged violation;

(b) the time and place of hearing, which time shall not be less than 10 days from the date of the notice;

(c) an invitation to attend the hearing, which shall include a description of the format for the hearing, including the alleged violator's opportunity to speak and provide evidence and witness on his or her behalf; and

(d) the proposed sanction to be imposed.

12.4 Hearing. The hearing shall be held by the Board of Directors pursuant to the notice and affording the Owner, Permittee or other occupant a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE XIII
Amendments to Bylaws

Subject to the limitations that the Board of Directors may not act on behalf of the Association to amend the Declaration, to terminate the Project, or to elect members of the Board of Directors or determine the qualifications, powers, duties or terms of Board members, these Bylaws may be amended by a majority of the Directors present at any regular meeting or at any special meeting of the Board of Directors if at least ten (10) days written notice is given of intention to amend these Bylaws at such meeting; provided, however, no amendment of these Bylaws shall be inconsistent with the Articles, the Declaration or the requirements of the Act.

ARTICLE XIV
Fiscal Year

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

ARTICLE XV
Conflict of Provisions.

In case of any conflict between the Declaration, the Articles of Incorporation or these Bylaws of the Association, the Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Effective the 1 day of January, 2025.

LEGACY TOWNHOMES AT CENTREPOINTE OWNERS ASSOCIATION, INC.

By: ______________________
Secretary