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BY-LAWS
OLIVE BRANCH MANOR COMMUNITY ASSOCIATION, INC.

ARTICLE I
IDENTIFICATION AND APPLICABILITY

Section 1 Identification and Adoption: These By-Laws are adopted to govern the administration of Olive Branch Manor Community Association, Inc. as of March 1, 2011. Any and all previous By-Laws, Amendments, Altering of the original By-Laws, recorded or unrecorded, are hereby REPEALED and replaced by these By-Laws.

- (a) The terms of these By-Laws shall be subject to the provisions of the Articles of Incorporation of the Association (the "Articles") which shall govern the interpretation of these By-Laws. These By-Laws shall supplement the Articles and shall apply to the administration and conduct of the affairs of the Association.

Section 2 Individual Application: Each Owner, mortgagee, and tenant of a Lot (which term as defined in the Articles includes a residential unit not developed on platted lots) and their guests and invitees, and all other persons who may use or occupy a Lot, or any common area on the Property, shall be subject to the terms of the Articles, these By-Laws, and any Rules and Regulations adopted by the Association.

ARTICLE II
MEETINGS OF MEMBERS


Section 1 Annual Meetings: The Annual Meetings of the owners shall be held within the first three (3) months of each year, or as soon thereafter as is practical. The Board of Directors may schedule and/or change the date and time for the Annual Meeting.

Section 2 Meetings: The Members of the Association (being the Lot Owners) shall hold at least one Annual Meeting each year, and it may hold additional meetings as the Board of Directors deem necessary.

Section 3 Special Meetings: Special meetings of the Members may be called at any time by the President or by two (2) or more Board of Directors, or upon written request of not less than 1/8 of the members who are entitled to vote. Special meeting request shall be presented to the President or Secretary of the Association or Managing Agent, if any and shall state the purpose of the Special Meeting. No business shall be discussed at the Special Meeting except as stated in the notice, unless all the Owners are present in person only.

Section 4 Notice of Meetings: The Board of Directors shall give at least fifteen (15) days written notice of the location and address, date and time selected and at least five (5) days written notice of any change in the date, time and location of the Annual Meeting and/or Special Meeting if previous notice was provided to the owners. All Meeting Notices shall be provided to each member entitled to vote at the physical address or email address provided by such member. All Meeting Notices may be also provided on the Association website. Any meeting location may be held at any suitable place in Marion or Johnson County, Indiana, as designated by the Board of Directors. Attendance at any meeting by a Lot Owner, in person or by proxy, shall constitute a waiver of notice of such meeting.

Section 5 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast (1/8) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws.


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Jill L. Jackson County Recorder
File **2012-001656**

Section 6 **Proxy.** At all meetings of members, an Owner may vote in person, by his duly authorized attorney-in-fact or by proxy. When voting by proxy or power of attorney, written authorization shall be fully executed and provided to the Board of Directors prior to the meeting or filed with the secretary at the meeting. Said proxy shall only be used for voting items listed and disclosed in the agenda and shall not be used for use on any floor motion nomination. Each proxy shall be terminated and shall automatically cease upon attendance by the Owner of his/her Lot.

Section 7 **Conduct of Meetings.** The President shall serve as chairman of any meetings of the members. The order of business at the Annual Meeting Only shall be as follows:

- (a) Determining if a quorum is present;
- (b) Disclosure of open Board position (s) and Election of position (s);
- (c) Providing and ratifying preceding meeting minutes unless waived by Owners present at the meeting or if such minutes were previously provided to owners by mail or posted on the Association website;
- (d) Adoption of the Annual Budget;
- (e) Adoption of Assessments (if an Annual Meeting or a purpose for a Special Meeting);
- (f) Matters set forth in the Notice of the Meeting Agenda; and
- (g) Open Discussion for the Owners.

ARTICLE III **BOARD OF DIRECTORS, SELECTION, TERM AND ELECTION**

Section 1 **Number of Directors:** The affairs of this Association shall be managed by five (5) persons/directors; President, Vice President, Treasurer, Secretary and Member at Large. No person shall be eligible to service as a Director unless he/she is an Owner or a duly appointed representative of the Developer. Exemption of Number of Directors-if there are not five (5) willing owners to serve on the Board, than there shall be at least three (3) Directors i.e. President, Vice President and Treasurer. The Secretary position can be combined only with the Vice President and/or Treasurer.

Section 2 **Term of Office:** The Board of Directors (open positions) shall be elected at the Annual Meeting when applicable. The Director (s) i.e. President, Vice President, Treasurer, Secretary shall be elected for a three (3) year term. The Director, Member at Large shall be elected for a one (1) year term.

Section 3 **Vacancy and/or Removal:** Any vacancy of the Board may be filled until the next Annual Meeting by a majority vote of the remaining directors or by vote of the Owners if a Director is removed in accordance set out in these By-Laws. Removal of any Director may be removed from the Board by majority vote by the remaining Board Directors, with justifiable negligent cause or intentional dishonesty or by a majority vote by the members of the Association with due cause. In the event of death, resignation or removal, his/her successor shall be selected by the remaining Board Directors and shall serve for the unexpired term of his predecessor.

Section 4 **Nomination of Director (s):** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and one (1) other member of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual

Meeting. The Nominating Committee shall be appointed to nominate at least one (1) person as director for each position to be filled.

Section 5 Election: Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6 Compensation: NO Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

ARTICLE IV **DUTIES OF THE BOARD OF DIRECTORS**

Section 1 Duties of the Board of Directors: The Board of Directors shall perform the duties imposed upon it under the Declaration which include providing for the operation, maintenance, repairs, upkeep, improvements and replacement of the Common Areas in Olive Branch Manor and the collection and disbursement of the Common Expenses. These duties include, but are not limited to the following:

- (a) Meetings of the Board of Directors as often as deemed appropriate by the President and/or a majority of the Board of Directors in order to diligently uphold their duties. A majority of the number of directors shall constitute a quorum for the transaction of business. Meetings may be formal and/or informal so long as minutes are recorded and documented by written summary;
- (b) Managing, maintenance, repairs, upkeep, improvements and replacement of the Common Areas, including but not limited to lakes, retentions ponds, drainage and utility easements, procuring of utilities used in connection with common facilities, trash, garbage, waste, debris and snow removal from any and all common areas, including the shared pool facilities with Buckmor Manor, and, if the Board deems advisable, from public streets (surfacing, paving and/or repairs) within the subdivision;
- (c) Preparation of the Annual Budget and Annual Assessment, collection of assessments from the Owners and their pro rate share of the Common Expenses;
- (d) Providing an accounting of the income and expenses incurred in the prior year at the Annual Meeting and keeping a current record of receipts and expenditures affecting the property. All records shall be available for examination by any Owner upon written request within a reasonable time frame; and
- (e) Appointment of committees to assist in the Board of Directors duties to conduct the Association business, including, but not limited to an Architectural Review Committee and a Pool Committee which also shares responsibilities with Buckmor Manor. Until an Architectural Review Committee and a Pool Committee are appointed, the members of the Board of Directors shall constitute such committees.

ARTICLE V **POWERS OF THE BOARD OF DIRECTORS**

Section 1 Powers of the Board of Directors: The Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof that the Board deem reasonably necessary to accomplish their duties. These powers include, but are not limited to the following:

- (a) Employ a managing agent or accounting firm to assist the Board in performing its duties;

- (b) To purchase equipment, materials, labor, services, legal counsel, architects, contractors, for the benefit and which may be necessary or reasonably desirable in connection of business and affairs of the Association. This includes the costs of all the above stated and foregoing as a Common Expense. The Board has the power to determine rules and procedures for hiring and firing of any personnel in connection with necessary and required business, maintenance, repair, replacement and improvements of Common Areas and facilities;
- (c) To open and maintain one or more bank accounts in the name of the Association, including CD's, Bonds, etc...;
- (d) To adopt, revise, amend and alter reasonably Rules and Regulations with respect to use occupancy, operation and enjoyment of the Common Areas and Facilities;
- (e) All voting rights and the right to use the recreational facilities of a member during any period in which such member shall be in default in payment of any assessment levied by the Association shall be suspended. Such rights MAY also be suspended ONLY after notice and hearing with at least a majority of the Board of Directors, for a period not to exceed sixty 60 days for infraction of published rules and regulations;
- (f) To impose non-discriminatory fines upon any Owner or Owners if they, or any members of their family, guests or invitees, intentionally violate published Rules or Regulations adopted by the Association after written notice and a hearing with at least a majority of the Board of Directors. Said fines, if imposed is collectable in the same manner as assessments and such fines may be secured by a lien on the Owner's Lot and shall be subject to late charges, interest and attorney fees if applicable;
- (g) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or by statute; and
- (h) Procure and maintain adequate liability and hazard insurance on property owned by the Association. Cause the Treasurer and/or all Directors or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VI
LIMITATION OF BOARD ACTION

Section 1 **Limitation of Board Action:** The authority of the Board of Directors to enter into contracts shall be \$2,500.00 without obtaining the prior approval of the Owners at a meeting, except in the following instances:

- (a) Contractors for replacing or restoring portions of the Common Areas damaged or destroyed by fire, rain, snow, earthquake or other casualty;
- (b) Contracts and expenditures for items or matters expressly provided for in the Annual Budget approved by the Owners, which shall include by not be limited to the compensation of the Managing Agent or Accountant, on-going contract of all kinds, maintenance contracts and contributions to reserve accounts; and
- (c) Items within the Budget need not be approved separately and the Board may also reallocate items in the Budget, if the total Budget will not be increased, unless there are unforeseen expenses that cannot be avoided due to damage, disaster, safety or liability.

ARTICLE VII
NON-LIABILITY OF DIRECTORS AND INDEMNITY OF DIRECTORS

Section 1 **Non-Liability of Directors:** The Directors shall not be liable to the Owners or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as a Director, except

for their own individual willful negligent misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contract made by the Board on behalf of the Association, unless any such contract intentionally was made in bad faith. The Association shall also indemnify a Director and their heirs made a party to any action, legal action or proceeding due to their position as a Director of the Board, unless gross negligence or bad faith is proven. The Association may purchase liability insurance for the Directors and, such cost of insurance shall be part of the Common Expenses.

- (a) Bond-the Board of Directors may give bond and may require the Treasurer and such other Directors and/or Officers as the Board deems necessary to give bond, if the same is available at reasonable cost, indemnifying the Association against unintentional misappropriation of funds. The expense of any such bond shall be a Common Expense.

ARTICLE VIII **BOOKS AND RECORDS**

Section 1 **Books and Records:** The Board of Directors shall itself, or through its agent, make available to Owners and lenders, and to holders, insurers or guarantors of any first Mortgage of a Lot, current copies of the Declaration of the Covenants and Restrictions, any Plat Covenants and Restrictions and any Rules and Regulations of the Association pertaining to a Lot, these By-Laws, and the books, records, financial statements and electronic data of the Association (*a reasonable fee may be required as implemented by the Board*). "Available" shall mean available for inspection, upon request, during reasonable, normal business hours or under other reasonable circumstances.

- (a) This Association owns all electronic data, of any sort. No person (s) and/or managing agent shall own any paperwork, electronic data, software, etc... and, under any circumstance of resignation or firing, said person (s) or managing agent shall relinquish all files, data, paper, electronic material, software etc... to the current President of the Association. Any refusal and/or non delivery of said data, software, records, etc...shall be grounds for legal action.

ARTICLE IX **OFFICERS/DIRECTORS AND THEIR DUTIES**

Section 1 **Enumeration of Officers/Directors:** The Officers/Directors of this Association shall be a President, Vice President and Treasurer shall at all times be members of the Board of Directors. A Secretary and Member at Large shall also be an Officer/Director of this Association unless as described in Article III, Sec. 1 of these By-Laws.

- (a) The election and term of the above described Officers/Directors Shall be elected as described in Article III, Sec. 2 of these By-Laws;
- (b) Any special appointments may be appointed and elected by the Board of Directors as the Association may require for the affairs of the Association of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine; and
- (c) The Offices of the secretary and treasurer may be held by the same person if necessary. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Article IX, Sec. 1 (b).

Section 2 **Duties of Officers/Directors & Positions:**

- (a) President- The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written documents/instruments. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He/she shall preside as Chairman at all meetings and of the Board, shall have and discharge all of the general powers and duties usually vested in the office of the president of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees as he/she may deem necessary to assist in the affairs of the Association, and he/she shall perform such other duties as the Board may from time to time prescribe;
- (b) Vice President- The Vice President shall be elected from among the Directors and shall perform the duties of the President during his/her absence or disability, including presiding at meetings of the Owners or the Board. The Vice President shall also perform such other duties as are delegated to him/her by the Board or by the President;
- (c) Treasurer- The Treasurer shall be elected by the Board whom shall maintain the financial records, including a complete record of accounts showing the financial condition of the Association. The Treasurer shall also perform all other duties normally incident to the office of Treasurer. He/she shall be the custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Association. He/she shall immediately deposit all funds of the Association coming into his hands in an account in the name of the Association in a bank or other depository designated by the Board. The Treasurer shall have authority to sign checks on behalf of the Association; may cause an annual review of the Association books by an accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement income and expense document to be presented to the membership at its regular annual meeting;
- (d) Secretary- The Secretary need not be elected from among the Directors. The Secretary shall record the votes and keep and attend the meetings of the Association and the Board and shall keep or cause to keep a complete record of the proceedings of such meetings. The Secretary shall serve notices of meetings of the Board and the members; keep appropriate current records showing the members of the Association together with their addresses. The Secretary shall perform all other duties normally incident to the office of the Secretary, and such other duties as the Board may determine. The Secretary shall see that all required notices are duly given in accordance with the provisions of these By-Laws;
- (e) Member at Large- The Member at Large need not be elected from among the Directors. The Member at Large shall also perform such other duties as are delegated to him/her by the Board or by the President;
- (f) Additional/Special Officers- The Board of Directors may designate and elect additional officers, including but not limited to one or more Vice Presidents, and an Assistant Secretary and/or Assistant Treasurer shall have such powers and duties as the Board of Directors may prescribe; and
- (g) Delegation to Management Agent or Managing Accountant- The duties of the Treasurer and Secretary may be delegated to an agent if the Board of Directors deems reasonably necessary to assist with the required duties.

ARTICLE X BUDGETS AND ASSESSMENTS

Section 1 **Annual Budget:** Annually, as provided in the Declaration, the Board shall cause to be prepared a proposed Annual Budget for the ensuing or current fiscal year. The Board shall furnish a copy of the proposed Annual Budget to each Owner prior to **or at the Annual Meeting**. The Annual Budget shall be submitted to the

Owners for adoption at the Annual Meeting, and, if adopted, shall be the basis for the Annual Assessment for the following fiscal year. The Budget may be approved in whole or in part, by a majority vote cast by those persons voting in person or by proxy at such meeting. Until the Annual Budget is approved by the Owners, the Board may adopt and assess the owners based upon a tentative Annual Budget for the year. The Officers/Directors of this Association shall be a President, Vice President and Treasurer shall at all times be members of the Board of Directors. A Secretary and Member at Large shall also be an Officer/Director of this Association unless as described in Article III, Sec. 1 of these By-Laws.

Section 2 **Annual and Special Assessments:**

- (a) As provided in the Declaration, an Annual Assessment shall be made for each Fiscal Year of the Association for all anticipated ongoing expenses of the Association, including reserves. The Annual Assessment shall be paid in two (2) equal installments which shall be due in February and July/August;
- (b) Special Assessments may be made for any unusual and/or extraordinary items, including capital expenditures, and any unanticipated items or any shortfall of receipts. Special Assessments shall be payable in such amounts, and at such times, as may be provided in the resolution or other proposal adopting the Special Assessment. Special Assessments may be assessed as provided for in the Declaration. Special Assessments required because of an insufficiency of insurance shall not be subject to any vote by the Owners;
- (c) Annual and Special Assessments, together with interest, late charges, costs of reasonable attorney fees, shall be a continuing lien on each Lot until paid. All Annual and Special Assessments, late charges, costs and attorney fees, shall be the personal obligation of the person (s) who is or was the Owner of the Lot at the time the Assessment was payable;
- (d) Written notice of any meeting other than the Annual Meeting, which is called for the purpose of approving the Annual Budget and Annual Assessment, or a Special Assessment, shall be given to all members. Such notice shall state that the Annual Budget and/or a Special Assessment will be considered at such meeting; and
- (e) The Fiscal Year of the Association shall commence on January 1 and end on December 31. If the Fiscal Year should be changed, a new proposed Annual Budget and Annual Assessment shall be submitted to the Owners.

Section 3 **Rules for Assessments:** Lots shall be subject to assessments at the times provided in the Declaration.

- (a) If more than one Lot is conveyed or rented with a home, then each Lot, or part Lot, shall be subject to the Annual Assessment. A part Lot shall be subject to a pro rata share of such assessment;
- (b) Until each year's Annual Assessment is set, the Lot Owners shall make their February and July payments due on the Annual Budget set by the Board. If no such Tentative Annual Budget is adopted, then the assessments shall be based on the prior year's assessment. The first payment of the Annual Assessment payable after the Annual Budget is approved shall be adjusted to compensate for any prior payments which were too high or too low;
- (c) The Purchaser of a Lot shall be responsible to notify the Association of his/her acquisition of the Lot and to give the Association his/her name (s) and address for mailing and contact purposes;
- (d) Delinquent Assessments – Any payment of an Assessment which is not paid within fourteen (14) days of the due date shall automatically be subject to a late charge of \$25.00. Additional late charges may incur for any and all unpaid amounts. Late charges, payment due dates shall be changed at the discretion of the Board of Directors. The Association may bring a legal action against the Owner whom is personally liable to pay an assessment and/or late charge along with Court costs, Attorney fees and interest. The Association may also foreclose its lien against the Owner's Lot and/or assert its rights or any other remedies provided by Law; and

- (e) **Lien of Assessments-** All assessments which are not paid when due, including installments of the Annual Assessment and Special Assessments, and any fines imposed by the Association, together with late charges, interest, attorney fees, Court costs, costs of collection thereof, shall constitute a lien on the Owner's Lot prior to all other liens, as provided in the Declaration.

ARTICLE XI
RIGHT OF ENTRY

Section 1 **Right of Entry:** The Board of Directors and/or their agents or their representatives and contractors shall have a right of entry to each Lot in case of an emergency originating in or threatening any Lot whether the Owner is present at the time or not. Any and all Owners shall permit The Board of Directors, other authorized persons, agents or their representatives and contractors where so required, to enter a Lot for the purpose of inspection or performing work on and repairing improving any Common Area, Drainage Easements, Utility Easements or any Easement on or connected to ANY Lot. The Association may attempt to see that requests or notification for entry are made in advance and that such entry is at a time of convenience to the Owner (s). In case of emergencies, such right of entry shall be immediate and without notice.

Section 2 **Right to Board to Adopt Rules and Regulations:** The Board of Directors may promulgate such reasonable and non-discriminating Rules and Regulations regarding the operation of the Common Areas and/or providing reasonable restrictions on the use of the Lots, as the Board may deem necessary from time to time, but shall provide copies of such Rules and Regulations to the Owners promptly when adopted and/or implemented.

ARTICLE XII
AMENDMENT TO BY-LAWS

Section 1 **By-Law Amendment:** The Board of Directors shall have the power to make, alter, amend or repeal the By-Laws of the Corporation as provided for in the Articles of Incorporation, but the affirmative vote of a unanimous vote of the Directors (including a Interim Member, if any) at the time of such action. Said By-Laws shall provide for the regulation and conduct of the affairs of the Corporation/Association.

Section 2 **Rules for By-Law Amendment, Alteration or Repeal:** In the event of any By-Law amendment, alteration or repeal, the amendment, alteration or repeal shall be recorded with the Recorder of Johnson County, Indiana and may be provided to the Owners at an Annual Meeting, by mail, request of an Owner or on the Association website.

ARTICLE XIII
MISCELLANEOUS

Section 1 **Fiscal Year:** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2 **Notice of Mortgagees:** Any Owner who places a first mortgage lien upon his/her Lot or Residence may notify the Secretary of the Association or Managing Agent, if any and provide the name and address of the Mortgagee, or the Mortgagee may do so, with a statement as to whether notices are to be sent to the Mortgagee. A record of such Mortgagee and its name and address shall be maintained by the Secretary of the Association or Managing Agent, and any notice requested to be provided hereunder shall be provided to Mortgagee as requested in a reasonable time frame so long as the request has been made in writing. Unless notification of any such mortgage and the name and address of Mortgagee are furnished as stated above, no notice as may otherwise be required by the Declaration or these By-Laws shall be required.

Section 3 **Notice to Owners:** Each Owner (s) shall have the duty to notify the Association of his/her address or by other means requested, for notice purposes and all notices shall be delivered and/or provided as requested by the Owner (s) shall be proper notice hereunder. The Association shall have no duty to send notice to an Owner (s), at any other address or by other means or to an Owner (s) for whom the Association has no address or notice contact information.

ARTICLE XIV
DEFINITIONS AND CONFLICTS





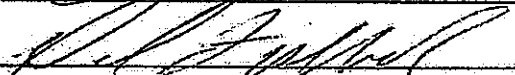
Section 1 **Definitions:** All terms used herein shall have the same meaning as defined in the Declaration of Covenants, Conditions and Restrictions governing the Subdivision which was recorded in the Office of the Recorder of Johnson County, Indiana (the "Declaration") or as provided in the Articles of Incorporation of the Association filed with the Indiana Secretary of State on the 27th day of January, 1993.

- (a) Director- is any member of the Board of Directors;
- (b) Board-is refers to the Board of Directors;
- (c) Annual Budget-shall mean the budget adopted, or proposed for adoption, pursuant to these By-Laws;
- (d) Member-is an Owner (s) in his/her capacity as a member of the Association, and sometimes the term owner is used to describe such person in his/her capacity as a member of the Association;
- (e) Developer-shall mean Olive Branch Manor Associates, L.P., and its successors and assigns who succeed as the Developer of Olive Branch Manor Community Association, Inc. or any part thereof but shall not include persons who merely build homes on any of the Lots; and
- (f) Subdivision- means each platted addition located on the parcel of ground described in the Declaration.

Section 2 **Conflicts:** If there are any conflicts between these By-Laws and the Articles of Incorporation, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control; in that order and the provisions of these By-Laws may be deemed to be modified accordingly.

IN WITNESS WHEREOF, we, being all of the Directors of the Olive Branch Manor Community Association, Inc., have hereunto **REPEALED** any and all previous By-Laws, Amendments, Altering of the original By-Laws, recorded or unrecorded, and hereby **AGREE AND ADOPT these By-Laws, to be effective on the 1st day of August, 2011.**

Olive Branch Manor Community Association, Inc. Board of Directors

	PRESIDENT, Tabitha Calvin
	VICE PRESIDENT, Delia McGlocklin
	TREASURER, Wade Brant
	SECRETARY, Rhett Waddell
	MEMBER AT LARGE, Daniel Fishback

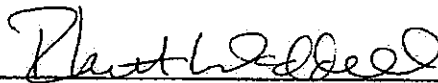
CERTIFICATION & VERIFICATION

I, the undersigned, do hereby certify and verify that the representations below are true and accurate:

THAT I am the duly elected and acting Secretary of the Olive Branch Manor Community Association, Inc., an Indiana Corporation and,

THAT the foregoing By-Laws constitute a Repeal of the original By-Laws, any and all Amendments, Altering of the original By-Laws, recorded or unrecorded of said Association, as duly agreed and adopted at a meeting of the Board of Directors on August 1, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name and Director Position of the Secretary this 1st day of August, 2011.



Rhett Waddell, Secretary
Olive Branch Manor Community Association, Inc.

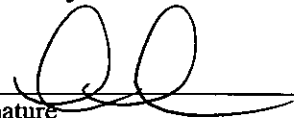
I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Rhett Waddell

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, on the 1st day of August, 2011, personally appeared Rhett Waddell, who acknowledged execution of the foregoing By-Laws to be his voluntary act, and stated under oath that the statements therein contained are true.

Witness my hand and Notarial Seal:



Signature

County of Residence: _____

Commission Expiration Date: _____

ANDREW M. AUERSCH
Notary Public State of Indiana
Boone County, IN
My Commission Expires Feb. 19, 2016

This document was prepared by Tabitha Calvin, President of Olive Branch Manor Community Association, Inc.

