BYLAWS

OF

POLO POINT RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

3/7/2016

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OF
POLO POINT RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME, PURPOSE AND SCOPE

1.1 ***History and Purpose.*** The Polo Point Residential Homeowners' Association, Inc. (the "PPRHAI" the "Corporation" or the "Association") was created on May 30, 2014 to govern, enforce and operate the association of homeowners created under the Declaration of Covenants and Restrictions for Polo Point Second Addition (the "Declaration"). Pursuant to the terms of said Declaration, the PPRHAI was created and empowered to act pursuant to these Bylaws and to act as liaison between this group of homeowners and the Polo Point Master Association, Inc. and the Polo Point Condominium Association Inc. which all together enforce all covenants and restrictions for Polo Point Second Addition and Polo Point Condominiums.

1.2 ***Persons Subject to Bylaws.*** These Bylaws shall be binding on all Members of the Polo Point Residential Homeowners' Association, Inc., their respective heirs, assigns, administrators, personal representatives, lessees, and successors in interest. Every owner of a lot in Polo Point Second Addition shall comply strictly with these Bylaws and with the Declaration of Covenants and Restrictions for Polo Point Second Addition, as amended from time to time.

1.3 ***Definitions: Reference to Declarations***. Where the same are not otherwise specifically altered herein, all defined or referenced terms in the Declarations are hereby adopted for these Bylaws as though fully set forth herein.

ARTICLE II
CORPORATION STRUCTURE AND CONTINUANCE; OFFICES; TAXATION

2.1 ***Corporate Structure***. The PPRHAI was incorporated as a non-stock non profit corporation under Chapter 181 of the Wisconsin Statutes on May 30, 2014. The Board of Directors shall, as may be necessary, file with the Department of Financial Institutions those documents necessary to annually renew the Corporation, name an appropriate Registered Agent and list the Corporate offices.

2.2 ***Registered Agent and Office.*** The Registered Agent shall be Tom Kwaterski and the Registered Office shall be 1092 Heyerdahl Heights, Hobart, Wisconsin 54155. It is the intent of the Board of Directors that the Registered Agent shall be changed upon the filing of each year's annual report submitted to the Department of Financial Institutions to the then-current Secretary, or such other Officer as may be determined by the Board. It shall not be required that the registered Office be located within the Polo Point Subdivision. Any subsequent changes in the location of the Registered Office shall be documented in the filings with the Department of Financial Institutions.

2.3 ***Taxation.*** For purposes of electing taxation exemption under I.R.C. § 528, the Association makes the following declarations. Should the Board determine it is in the best interest of the Association to elect tax treatment under said Section 528, it shall take such steps necessary to make such election and insure that no action of the Association shall violate said Section or corresponding Wisconsin Statutes Section 71.26. For these purposes:

a. the Association is organized and operated primarily to provide for the management, maintenance, and care of property subject to the Declaration;

b. no part of the net earnings of the association shall inure to the benefit of any private individual (other than any benefit received by a member as a result of the Association's performance of an exempt function, and other than by a rebate of excess membership dues, fees or assessments);

c. upon dissolution of the Corporation, no member may receive back any amount in excess of fees and assessments paid as levied by the Association;

d. all property subject to the Declaration which entitles its owners to membership in the Association is used by individuals for residences;

e. sixty percent (60%) or more of the gross income of the Association for the taxable year consists solely of amounts received as membership dues, fees, or assessments from owners of residential lots; and

f. ninety percent (90%) or more of the expenditures of the Association for the taxable year are "qualified expenditures" for the management, maintenance, and care of property subject to the Declaration which entitles owners to membership in the Association.

ARTICLE IV
MEMBERS, VOTING AND MEETINGS OF MEMBERS

4.1 ***Membership***. The membership of the Association shall at all times consist exclusively of all of the Lot Owners of Polo Point Second Addition (Lots 168 through 254, inclusive). Land contract vendees and not land contract vendors shall be Members of the Association. Persons who hold an interest in a Lot merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

4.2 ***Commencement and Termination***. Membership shall commence immediately upon acquisition of an ownership interest in a Lot in Polo Point Second Addition and shall immediately terminate upon conveyance of such ownership interest. If a Lot Owner's ownership interest passes to its personal representative or to a trustee upon the Lot Owner's death, such personal representative or trustee shall be a Member of the Association.

4.3 ***Withdrawal Or Expulsion***. No Lot Owner may voluntarily withdraw or be expelled from membership in the Association.

4.4 **Transfer Of Membership**. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Lot. As soon as possible following the transfer of a Lot, the new Lot Owners shall give written notice to the Association of such transfer identifying the Lot and setting forth the names and mailing addresses of the new Lot Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Lot owned by multiple Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described herein effective as of the date of transfer.

4.5 ***Membership List***. The Association shall maintain a current membership list listing all Lot Owners of each Lot, the current mailing address for each Lot Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Lot, if any, and, in the case of multiple owners of a Lot, the Lot Owner, if any, designated to cast any or all of the votes pertaining to such Lot in accordance with the Declaration. Each Lot Owner shall promptly provide written notice to the Association of any transfer of its Lot and of any change in such Lot Owner's name or current mailing address. No Lot Owner may vote at meetings of the Association until the name and current mailing address of such Lot Owner has been provided to and received by the Association. Any Lot Owner that mortgages its Lot or any interest therein or enters into a land contract with respect to its Lot shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

4.6 ***Effect of Association Lien***. No Lot Owner may vote on any matter submitted to a vote of the Members if the Association has recorded a statement of lien on the Lot owned by such Lot Owner and the amount necessary to release the lien has not been paid at the time of the voting.

4.7 ***Quorum.*** Lot Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Lot Owners for the transaction of business.

4.8 ***Determination of Affirmative Vote.*** Unless greater consent is required by Statute, an affirmative vote necessary for any matter on which the Members are entitled to vote requires either the consent at a meeting by Members holding Percentage Interests totaling at least a majority of the Members entitled to vote, or a written consent signed by fifty-one percent (51%) of the Members entitled to vote. No person other than a Member may challenge an act taken by the Association based on the failure to obtain the requisite Affirmative Vote, and any act taken by the Association with respect to a third party having no actual knowledge of such failure shall be binding against the Company.

4.9 ***Action Without a Meeting by Written Consent***. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Members may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Members that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

4.10 ***Action Without a Meeting by Written Ballot***. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote 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. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

4.11 ***Voting Designations of Multiple Unit Owners***. No designation of a single Lot Owner to cast any vote appertaining to any Lot owned by multiple Lot Owners shall be effective until written notice of such designation signed by all Lot Owners of such Lot has been received by the secretary of the Association prior to the casting of such vote. If any Lot Owner is so designated, then except as provided in the Declaration, only that Lot Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Lot Owners of such Lot. If no such designation is in effect, then if any Lot is owned by multiple Lot Owners, unanimous agreement shall be conclusively presumed if any one of them purports to cast the votes allocated to that Lot without protest being made by any of the others to the officer presiding at the meeting.

4.12 ***Time, Place, Notice and Calling Members' Meetings***. Written notice of all meetings of Members, stating the time, place and purpose for which the meeting is called, shall be given by the President or Secretary, unless waived in writing, to each Member at his or her address or e-mail address as it appears on the books of the Association, and shall be mailed, personally delivered or sent via e-mail not less than five days nor more than thirty days prior to the date of the meeting. Notices of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The Members shall not meet less than annually. Special meetings (other than the annual meeting) shall be held whenever called by the President or any three Members of the Association.

4.13 ***Lack of Power to Bind the Association***. Not Lot Owners (other than Members of the Board acting in their official capacity and in accordance with these Bylaws) shall have the authority to act for the Association or the other Lot Owners, as agents or otherwise, nor to bind the Association or other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

ARTICLE V
BOARD OF DIRECTORS

5.1 ***Powers***. The Board of Directors is hereby authorized, subject to the terms of any contribution made for a special purpose, as follows:

(a) To levy and enforce payment of general and special assessments (as provided in paragraph 3.06 of the Declaration of Covenants and Restrictions for Polo Point Second Addition) on the Lots and Lot Owners, including all powers available at law and equity to perfect liens on Lots for unpaid fees, costs and assessments and act to foreclose on those liens if necessary;

(b) To promulgate rules and regulations for the enforcement of these Bylaws and the Covenants and the operation of the Association to carry out its purposes, including fines or penalties which may be enforceable by special assessment against any Lot Owner or his/her family or guests violating such Rules and Regulations;

(c) To prepare and distribute annual budgets and projections for costs associated with general and special assessments;

(d) When acting together, any two Board members are empowered to enter into contracts on behalf of the Association and, if necessary, Lot Owners for work necessary to comply with the Covenants and Declarations and insurance which may be required to protect the Board, the Association and the Members;

(e) To purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for assessments;

(f) To act as liaison between and collect assessments for the Clubhouse Common Elements and remit such assessments to the Condominium Association or Master Association as directed by the same;

(g) To incur indebtedness on behalf of the Association (but only for the purposes of and as may be reasonably necessary for, carrying out its duties and obligations hereunder) and to execute drafts and other negotiable instruments;

(h) To compromise claims made by or against it;

(i) To employ or retain such accountants, counsel and other agents and advisors as it may deem advisable and to delegate authority thereto;

(j) To acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;

(k) To commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of the Declaration or otherwise, involving the exercise of any powers, duties or obligations of the Association; and

(l) To create and empower subcommittees as necessary to carry out the responsibilities of the Board, comprised of Members or advisors as the Board should see fit.

5.2 ***Initial Board of Directors.*** The initial Board of Directors shall be as follows:

Mark Kwaterski, President
Tom Juza, Vice President
Tom Kwaterski, Secretary
Larry Wilke, Treasurer

5.3 ***Number, Tenure and Election.*** The number of initial Directors shall be not less that three (3). The Directors shall serve a three (3) year term. The then acting members of the Board of Directors shall nominate prospective Board members. The new members of the Board of Directors shall then be elected from the nominees, by majority vote of the current Directors. Directors may serve an unlimited number of consecutive terms.

5.4 ***Amendments.*** The Board of Directors shall have the power to amend the Articles of Incorporation and/or Bylaws provided that no such amendment shall change the general purposes hereof.

5.5 ***Regular Meetings.*** Regular meetings of the Board of Directors not less than annually and at such other time, at such place and upon such notice as may be deemed appropriate by the Board.

5.6 ***Special Meetings.*** Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place, as the place for holding any special meetings of the Board called by them.

5.7 ***Notice.*** Notice of any special meeting of the Board of Directors shall be given at least ten (10) days previously thereto by written notice, delivered personally or sent by mail or e-mail to each Director at his/her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a 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.

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

5.9 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 the act of a greater number is required by law or by these Bylaws. Though a Quorum may be present at a meeting the expenditure of funds in excess of One Thousand Dollars ($1,000.00) shall require a majority vote of the entire Board of Directors.

5.10 Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office.

5.11 Compensation. The Directors as such shall not receive any stated salaries for their services but, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board.

5.12 Informal Action by Directors. Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

5.13 Resignation. A Director may resign at any time by giving written notice to the Association, addressed to the President or Secretary. Such resignation shall take effect at the time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

5.14 Removal of Director. At a duly called meeting of the Board of Directors at which a Quorum is present, the Directors may, by majority vote of the entire Board of Directors, remove with or without cause any Director from office.

5.15 Conflict of Interest. A director having a conflict of interest or conflict of responsibility involving the Association and any other business entity or person shall refrain from voting on such a matter. No director shall use his or her position as a director of the Association for his or her own direct or indirect financial gain.

In the absence of fraud, no contract or transaction between the Association and its directors or any other Association or entity in which such director is a director or officer, or is financially interested, shall be void or voidable for this reason alone or by reason that the director was present at a meeting of the Board of Directors, or a committee thereof, which approved such contract or transaction; provided, that the fact of such common directorship, officership or financial or other interest is disclosed or known to the Board of Directors or committee and that the Board of Directors or committee approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested director. Such interested director may, however, be counted in determining the presence of a Quorum at such a meeting.

ARTICLE VI
OFFICERS

6.1 Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice President.

6.2 Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

6.3 Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors by a majority vote of the entire Board of Directors whenever, in its judgment, the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment shall not, of itself, create contract rights.

6.4 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.

6.5 President. The President shall be the principal executive officer of the Association and shall be general supervisor and control all of the business and affairs of the Association. He/she shall preside at all meetings of the members and of the Board of Directors. He/she may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and, in general, he/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.

6.6 Vice President. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

6.7 Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the initial faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/she shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions these Bylaws; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

6.8 Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Association; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; 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/her by the President or by the Board of Directors.

ARTICLE VII
COMMITTEES

7.1 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of one (1) or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; provided, however, that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Association; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which, by its terms, provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him/her by law.

7.2 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.3 Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

7.4 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.5 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.6 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

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

8.3 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 depositaries as the Board of Directors may select.

ARTICLE IX
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members, if any, entitled to vote.

ARTICLE XI
BOND

The Board of Directors and any successors shall serve without the necessity of giving any bond or security for the faithful performance of its duties, provided, however, that an appropriate bylaw, rule or procedure is adopted which requires one (1) member of the Board of Directors to make deposits and one (1) member of the Board of Directors shall sign checks for disbursements authorized hereunder.

ARTICLE XII
INDEMNIFICATION

The Board of Directors and any of its members shall not be liable for any misapplication of funds provided that such application shall have been made in good faith and not in willful violation of this agreement, nor for any acts, neglects or defaults of any employee, agent or representative selected by the Board of Directors with reasonable care, nor for anything which such Board of Directors or any of its members may do or refrain from doing in good faith, including an error in judgment, act done or amended on advice of counsel, or any mistake of fact or law if done in good faith. The Association agrees to indemnify and hold the Board of Directors as elected harmless from any of the liabilities as specified herein. To satisfy said requirement, the Board of Directors is authorized to purchase liability insurance for the Directors of the Association.

ARTICLE XIII
AMENDMENTS OF ARTICLES OF INCORPORATION AND/OR BYLAWS

The Articles of Incorporation and/or Bylaws may be amended at any time or from time to time by a majority vote of the entire Board of Directors.

ARTICLE XV
MISCELLANEOUS

Notwithstanding any other provisions of these Bylaws, the Directors shall not accept any contribution which is required to be administered or invested, in any manner that would jeopardize the tax exempt status of the Corporation.

ARTICLE XVI
FISCAL YEAR

16.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

16.2 Annual Meeting. The Board of Directors shall hold an annual meeting which shall take place during the first quarter of each year.

ARTICLE XVII
LIAISON WITH MASTER ASSOCIATION

The Board of Director shall appoint no fewer than two (2) members of the Board to attend meetings of the Polo Point Master Association for the purpose of representing the membership of the PPRHAI and acting as liaison between the Master Association and the Board/membership of the PPRHAI. The Board shall identify which member or members of the Board shall communicate and negotiate with the Master Association on matters concerning the PPRHAI membership. Members who attend the Master Association shall, as soon as practicable, report back to the PPRHAI Board all matters discussed which affect the members of this Association.

ARTICLE XVIII
SEAL

The Board of Directors shall not be required to procure a corporate seal.

RULES AND REGULATIONS
OF
POLO POINT RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

AS OF 3/7/2016

Pursuant to the powers vested in the Board of Directors of the Polo Point Homeowners' Association, Inc., the following Rules and Regulations have been promulgated and shall be effective as of the date first written above until otherwise altered, repealed or amended, in addition to all covenants, restrictions and regulations contained in the Declaration of Covenants and Restrictions for Polo Point Second Addition.

1. Each Lot Owner shall be responsible for the upkeep, care, maintenance and replacement of the berm area adjacent to their lot. This shall include necessary pruning, weeding, watering, mulching, planting and mowing of the area currently designated and planted as berm in a uniform and aesthetically pleasing professional manner consistent with the prior practices of the development. Any Lot Owner who does not fulfil their responsibility under this Rule may be assessed for the costs incurred by the Association to provide the same on their behalf.

2. Notwithstanding anything contained in these Rules and Regulations to the contrary, the Association shall remain responsible for upkeep, care, and maintenance of the grass area on the road side outside of the landscape beds along Trout Creek Rd Lot 191 up to the entrance of Polo Point on Trout Creek Rd. and along County Trunk J.

3. The Residential Homeowners Association shall be responsible for the maintenance and upkeep of the landscaped areas within the roadways within Polo Point Development (S. Marco Polo, Ponce De Leon, Cabrillo Ct., Corando Ct., and DeSoto Circle). All Maintenance of the berms and landscaped areas within the roadways shall be done in a professional manner, consistent with the past practice of the Condominium Association.

AMENDMENT TO THE BY-LAWS OF POLO POINT RESIDENTIAL HOMEOWNER'S ASSOCIATION, INC.
AS OF 4/26/2016

Pursuant to the powers vested in the Board of Directors of the Polo Point Homeowner's Association, Inc. the following Rules and Regulations have been promulgated and shall be effective as of the date first written above until otherwise altered, repealed or amended, in the addition to all covenants, restrictions and regulations contained in the Declaration of Covenants and Restrictions for Polo Point Second Addition.

Dissolution clause:

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)3 of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

Staggered terms:

The appointment of At-large directors shall be made at an annual meeting and shall normally be for three years. A director may be re-appointed for a one (1), two (2), or three (3) year term, the objective being, insofar as practical, to have no more than one-third (1/3) of the Directors replaced at any one time.

AMENDMENT TO THE BY-LAWS OF POLO POINT RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.
AS OF 5/26/2016

Pursuant to the powers vested in the Board of Directors of the Polo Point Homeowners' Association, Inc. the following Rules and Regulations have been promulgated and shall be effective as of the date first written above until otherwise altered, repealed or amended, in the addition to all covenants, restrictions and regulations contained in the Declaration of Covenants and Restrictions for Polo Point Second Addition.

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