

DRAFT
MAY 16, 2005

**SECOND AMENDMENT TO BY-LAWS OF
PLANTATION POINTE MASTER ASSOCIATION, INC.**
Adopted _____, 2005

WHEREAS, all of the members of the Plantation Pointe Master Association, Inc. (the "Association") are property owners in the residential community located in Boone County, Kentucky known as Plantation Pointe (the "Project"); and

WHEREAS, the Project is divided into eight separate developments, with single-family, multi-family, condominium and rental properties within the various developments; and

WHEREAS, the members recognize that there exist differences among the developments and that it is to the benefit of all members that each development be represented on the Board of Directors of the Association; and

WHEREAS, Section 8.3 of the By-laws of the Association, as amended (the "By-laws"), provides that the By-laws may be amended by a majority vote of the voting members of the Association; and

WHEREAS, the members of the Association desire to amend the By-laws to provide that, upon the transfer of control by the Developer to the Class A Members as currently provided in the By-laws, the Board of Directors shall be expanded from five (5) to eight (8) Director positions, with each development within the Project having the right to appoint one Director to the Board.

NOW, THEREFORE, BE IT RESOLVED, that Section 2.1 of the By-Laws is hereby deleted and amended in its entirety so that hereafter it shall read as follows:

2.1 Number and Term of Office; Transfer of Control. The Board of Directors shall manage the affairs of the Corporation. The number of Directors shall be determined pursuant to subsections 2.1(b) and 2.1(c) below.

(a) Transfer of Control. The Developer shall transfer control of the Board to the Class A Members at the first annual meeting of the Members after the earliest to occur of the following events: (i) the Developer no longer owns property in the Plantation Pointe residential community; (ii) the Developer voluntarily relinquishes to the Class A Members, in writing, its right to appoint Directors; or (iii) twenty (20) years have elapsed since the date of recording of the Declaration.

(b) Appointment/Election of Directors Prior to Transfer of Control. Until such time as the Developer shall transfer control of the Board to the Class A Members in accordance with subsection 2.1(a) above, the Board of Directors shall be comprised of five (5) Directors, three (3) of whom shall be appointed by the Developer, and two (2) of whom shall be elected by the Class A Members, in accordance with the following:

(i) At each annual meeting of the Members, the Developer shall appoint three (3) Directors to the Board, provided that the Developer may, at its option, voluntarily relinquish its right to appoint one or more Directors at any annual meeting by providing written notice thereof to the Board, at or prior to such meeting. If the Developer relinquishes its right to appoint one or more Directors as provided above, the Class A Members shall fill any such Director position(s) pursuant to the election procedures set forth in subsection 2.1(a)(ii) below. Directors appointed by the Developer need not be owners or residents of the Plantation Pointe residential community.

(ii) Except as otherwise provided in subsection 2.1(a)(i) above, at each annual meeting of the Members, the Class A Members shall elect two (2) Directors. All Directors elected by the Class A Members shall be owners of a fee interest in property within the Plantation Pointe residential community that is subject to assessment by the Association. In the case of property subject to such assessment that is owned by a corporation, partnership, company, fiduciary or nominee, the designated representative thereof shall be eligible to serve as a Board member. A spouse of a property owner is eligible to serve as a Board member if the owner removes himself/herself from consideration.

(iii) Any vacancy that occurs in the Board by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Director(s) representing the same class of Members who appointed (in the case of the Developer) or elected (in the case of the Class A Members) the Director whose position has become vacant.

(c) Election of Directors After Transfer of Control.

- (i) Effective as of the date of the annual meeting of the Members immediately following (or occurring contemporaneously with) the transfer of control of the Board by the Developer to the Class A Members, all Directors then serving on the Board shall be deemed removed from office. Effective as of the date of such meeting, the Board shall be automatically expanded to include eight (8) Directors. At such meeting, and at all subsequent annual meetings of the Members, the Class A Members (including the Developer, if it is then a property owner) within each Development (as defined below) shall have the right to elect one (1) Director to the Board to represent the interests of the Development, by a majority vote of the Class A Members within such Development. Except as otherwise provided herein, all Directors elected by Class A Members, and their successors, shall be owners of a fee interest in property subject to assessment by the Association within the Development they have been elected to represent. At the first meeting of the Members immediately following (or occurring contemporaneously with) the transfer of control of the Board by the Developer, the Directors elected to represent the following Developments shall be elected for a one-year term: The Columns on Wetherington, Antebellum at Plantation Pointe, Savannah Lakes at Plantation Pointe, and the currently undeveloped area identified as Area 6 on the approved

Concept Development Plan by the City of Florence; and the Directors elected to represent the following Developments shall be elected for a two-year term: Magnolia Trace at Plantation Pointe, Tara at Plantation Pointe, Lancashire at Plantation Pointe, and Arbor Springs at Plantation Pointe. At each annual meeting of the Members thereafter, the Members shall elect Directors to succeed the four Directors whose terms have expired, to serve for two-year terms.

- (ii) In the event any Development fails for any reason to elect a Director at any annual meeting of the Members, the remaining Directors shall appoint a Director to fill the vacancy in the Board caused by such failure. The remaining Directors shall endeavor (but shall not be required) to appoint a Director from the Development in respect of which no Director was elected.
- (iii) If, after the transfer of control by the Developer to the Class A Members, a vacancy occurs in the Board by reason of death, resignation, removal or otherwise, the remaining Directors shall appoint a Director to fill such vacancy until the expiration of the term of the Director whose position has become vacant. The remaining Directors shall endeavor (but shall not be required) to fill such vacancy with an individual who is an owner of property within the same Development in which the vacating Director was a property owner.

(d) For purposes of this Section 2.1, the term "Development" shall include the following developments located within the Plantation Pointe residential community: (1) Magnolia Trace at Plantation Pointe; (2) Tara at Plantation Pointe; (3) Antebellum at Plantation Pointe; (4) Lancashire at Plantation Pointe; (5) Arbor Springs at Plantation Pointe; (6) The Columns on Wetherington; (7) Savannah Lakes at Plantation Pointe; and (8) the currently undeveloped area identified as Area 6 on the approved Concept Development Plan by the City of Florence (with such area to be developed and named at a later date).

FURTHER RESOLVED, that Section 3.1 of the By-laws is hereby deleted and amended in its entirety so that hereafter it shall read as follows:

3.1 Nomination. Except for those Board members designated by the Developer, nomination for election to the Board may be made from the floor at the annual or special meeting.

FURTHER RESOLVED, that Section 5.1 of the By-laws is hereby deleted and amended in its entirety so that hereafter it shall read as follows:

5.1 Committees. The Board of Directors may appoint a Finance and Maintenance Committee as provided in the Declaration. In addition, the Board of Directors may appoint other committees as it shall deem appropriate in carrying out its purposes.