

**BY-LAWS**

**OF**

**HERON'S LANDING AT THE RIVER PHASES  
III AND IV**

(By-Laws Adopted and Effective as of )

HERON'S LANDING AT THE RIVER  
PHASES III AND IV BYLAWS

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**BY LAWS**  
**OF**  
**HERON'S LANDING AT THE RIVER PHASES III AND IV**  
**HOMEOWNERS' ASSOCIATION, INC.**  
**(Adopted            )**

**ARTICLE I**  
**NAME AND ADDRESS**

The name of this association is Heron's Landing at the River Phases III and IV Homeowners' Association, hereinafter referred to as the "Association". The official mailing address of the Association is currently PO Box 1271, Radford, VA 24143. The Associations website is [www.heronslanding.org](http://www.heronslanding.org).

**ARTICLE II**  
**DEFINITIONS**

**SECTION 1.** "Articles" shall mean and refer to the Articles of Incorporation of Heron's Landing at the River Phases III and IV Homeowners' Association, Inc., as amended from time to time.

**SECTION 2.** "Association" shall mean and refer to Heron's Landing at the River Phases III and IV Homeowners' Association, Inc., a Virginia non-stock corporation, its successors and assigns.

**SECTION 3.** "Board of Directors" or "Directors" shall refer to the Board of Directors of the Association.

**SECTION 4.** "Declaration" shall mean and refer to the Declaration of the Covenants, Conditions and Restrictions for Heron's Landing at the River Phases III and IV, and any additions thereto applicable to the Properties recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, including those applicable to the Heron's Landing at the River Phases III and IV Homeowners' Association.

**SECTION 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of any portion or all of the Properties. "Lot" shall include, but not be limited to, the Town Home Lots (if any) shown on the recorded plat for The Quarters and any additions thereto or additional Town Home developments within Heron's Landing at the River Phases III and IV if so provided in the relevant Declaration for such addition or development.

**SECTION 6.** "Member" shall mean and refer to those persons entitled to membership as provided in these By-laws.

**SECTION 7.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 8.** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Heron's Landing at the River, Phases III and IV and such additions thereto as may hereafter be brought within the jurisdiction of the Association, including those applicable to the Heron's Landing at the River Phases III and IV Homeowners' Association. "Properties" shall include, but not be limited to, the Town Home Lots (if any) shown on the recorded plat for The Quarters and any other recorded plat of any real estate comprising a portion of said Phases III and IV and any additions thereto if so provided in the relevant Declaration for such addition.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

**SECTION 1.** Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**SECTION 2.** Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

### **ARTICLE IV**

#### **ASSESSMENTS**

**SECTION 1.** **Creation of the Lien and Personal Obligation of Assessments.**

The Owner of any Lot by acceptance of a deed therefore, whether or not it shall be<sup>6</sup> so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges, and

(b) special assessments for capital improvements and for such other purposes as the Association may deem appropriate, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs (including court costs), and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. For such assessment, together with interest, costs (including court costs), and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such successors.

**SECTION 2. Purpose of Assessments.** The assessments levied by the association shall be used exclusively for the following purposes:

(a) To maintain the jogging and/or bicycle trails, playgrounds, subdivision signs, other common areas, and the landscaping and lighting associated with such areas, all as shown on any plat of all or a portion of Heron's Landing at the River Phases III and IV and lying outside of The Quarters or any other Town Home development located within Heron's Landing at the River Phases III and IV.

(b) To maintain and operate storm water management facilities, pipes, and/or drainage areas.

(c) To mow and maintain the following areas within the Heron's Landing at the River Phases III and IV:

(i) The mowing and maintenance of the common areas; and

(ii) The mowing and maintenance of all areas located between sidewalks and streets, areas in the vicinity of subdivision signs, and areas on the southside of Heron's Landing Drive that are planted in lawns and trees. The mowing and maintenance of all unimproved or undeveloped Lots shall be the responsibility of the individual Lot Owners and not that of the Association. Each Lot Owner shall mow his undeveloped Lot three (3) times per calendar year in accordance with the following schedule: on or within fifteen (15) days of May 15 of each year, on or within fifteen (15) days of July 15 of each year, and on or within fifteen (15) days of October 15 of each year. Lot Owners, who fail to mow undeveloped Lots in accordance with the foregoing schedule will have their Lot mowed by the Association without notice to the Lot Owner and at a minimum charge to the Lot Owner of \$50 per mowing. The Board of Directors may set a charge to the Lot Owner of greater than \$50 per mowing at any time. Such charge to the Lot Owner shall be treated as an assessment under these Bylaws for the purposes of enforcement and collection.<sup>7</sup>



(d) To maintain utility services to the Association.

(e) For any other goods, services, or purposes that the Association, from time to time, may deem to be appropriate.

SECTION 3. Annual Assessments; Special Assessments. Unless otherwise provided in a resolution duly adopted by the Board of Directors the annual assessment for 2020 shall be \$175.00. The \$175.00 of the 2020 annual assessment is expected to be used for lawn mowing and maintenance, utilities, and other miscellaneous items.

(a) The annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year by the Board of Directors without a vote of the membership. The annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose and at which a quorum is present. The voting shall be in accordance with the provisions of Article III above and the other relevant provisions of these Bylaws.

(b) Special Assessments shall be approved by the membership in the same manner as provided in Section 3. (a) of this Article IV.

SECTION 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting of the membership called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 5. Uniform Rate of Assessment; When Payable. Annual assessments shall be fixed at a uniform rate for all Lots and shall be collected monthly or on a less frequent basis as determined by the Board of Directors. Special assessments shall be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors. This Section 5 is not intended to apply to fines or other charges that may be levied or made against specific Lot Owners for violations of the provisions of these Bylaws, the Declaration, or any rules or regulations adopted by the Association.

SECTION 6. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to any given Lot on the date such Lot is conveyed to an Owner. The first annual assessment shall be adjusted or pro rated according to the number of days remaining in the calendar year and shall be collected for such remaining balance of the year by the Association at the closing on the Lot purchase. The Board of Directors or the membership, as the case may be, shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance

SECTION 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment, or installment or portion thereof, not paid when due shall be delinquent. If the same is not paid within ten (10) days after the due date, then a late charge, not in excess of the greater of Twenty-five Dollars (\$25.00) or ten percent (10%) of the amount of each assessment or installment thereof not paid when due, shall also be due and payable to the Association. If an assessment or portion thereof is delinquent for a period of more than ten (10) days, then if not paid within ten (10) days after written notice is given to the Member to make such payment, the entire unpaid balance of the assessment for that year may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such notice shall be sent by regular first class mail, to the Member both at the address of the Lot or at any other address or addresses the Member may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. In addition, the Association may cause to be recorded among the land records of Pulaski County, Virginia, a memorandum of lien against the Lot and Owner thereof for all charges specified herein, including any attorney's fees and recording fees associated with such memorandum of lien. Any assessment or portion thereof together with the late charges and other charges described in this Section 7 not paid when due can, at the option of the Board of Directors, bear interest from the date of delinquency until paid at twelve percent (12%) per annum. The Board of Directors may suspend the voting rights of the Member and/or the rights of the Member and his occupants to use the recreational facilities, if any, of the Properties during the period in which any assessment or portion thereof remains unpaid and after at least ten (10) days written notice is given to the Member as aforesaid, and the Association may bring an

action at law against the Member personally obligated to pay the same or foreclose its lien against such Member's Lot, in which events late charges, interest and costs of collection shall be included in such lien, with such costs of collection to include court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees. All payments on account shall be applied first to the aforesaid costs of collection, then to late charges, then to interest and then to the assessment lien first due. All late charges and interest collected shall be credited to the Common Expense fund. Each Member vests in the Board of Directors the right and power to bring all actions against him personally for the collection of such assessments as a debt and to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Members. The Board of Directors acting on behalf of the Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by non-use of the Lot, common areas, and/or Association property. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable more than six (6) years prior to the date upon which the notice contemplated in this Paragraph is given or more than six (6) years prior to the institution of suit therefor if suit is not instituted within ninety (90) days after the giving of such notice.

**SECTION 8. Assessments for Maintenance of Lawns and Plantings.** In addition to the remedies provided for in Section 11 of Article II of the Declaration for the failure to mow an unimproved Lot, the Board of Directors may notify in writing any Lot Owner who fails to maintain his or her Lot as required by Section 11 of Article II of the Declaration with respect to such failure. Such notice shall describe the action necessary to bring the Owner into compliance with the Declaration and shall give the Owner not less than seven (7) days, nor more than fifteen (15) days, to complete such action. If the Lot Owner fails to complete the required action within the time limits stated in the notice, the Board of Directors may cause such action to be taken at the Owner's expense. All such expenses incurred by the Association shall be treated as special assessments against the Lot in question, which assessment shall be the personal obligation of the Lot Owner and shall be a lien against such Lot. Written Notice of such assessment shall be sent to the Lot Owner in question and any assessment not paid within thirty (30) days of the delivery of such notice shall be deemed delinquent, which delinquency shall be governed by the provisions of Section 7 of this Article IV.

**SECTION 9.** Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, which shall run with the land . However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**SECTION 10.** Exempt Property. The following properties subject to these By-laws shall be exempted from the assessments described in this Article IV, unless otherwise provided in the Declaration or these By-laws:

- a. All property owned by the Association;

## **ARTICLE V**

### **MEETINGS OF MEMBERS**

**SECTION 1.** **Annual Meetings.** An annual meeting of the Members shall be held during the month of March of each year.

**SECTION 2.** **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon the written request of those Members holding at least one-fourth (1/4) of the votes entitled to be cast.

**SECTION 3.** **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting at least ten (10) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and time of the meeting, and the purpose of the meeting.

**SECTION 4.** **Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-half (1/2) of all the votes of the Lot Owners shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-laws . If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

**SECTION 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE VI

### BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

**SECTION 1. Number.** The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall be composed of three to six persons elected by the Members of the Association. The number of Directors may be set by resolution duly adopted by the Board of Director, provided that such number is within the range of three to six members. Directors shall serve in staggered terms as specified in Section 2. below.

**SECTION 2. Term of Office.** The Board of Directors shall be elected to three (3) year terms.

**SECTION 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve the remainder of the unexpired term.

**SECTION 4. Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**SECTION 5. Powers and Duties.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things not prohibited by the Declaration, these Bylaws, or the Articles. The Board of Director shall have the power from time to time to adopt any rules and regulations ("Rules and Regulations") deemed necessary for the benefit and enjoyment of the Properties; provided, however, that such Rules and Regulations shall not be in conflict with the Declaration, these Bylaws, or the Articles. Additional provisions related to the Board of Directors powers and duties are contained in Article IX below.

**SECTION 6. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VII

### NOMINATION AND ELECTION OF THE BOARD OF DIRECTORS

**SECTION 1. Nomination.** Whenever Directors are to be elected by the Members, 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 of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members.

**SECTION 2. Election.** Whenever Directors are to be elected by the Members, such elections shall be held at the annual meeting of Directors. At the annual meeting, election to the Board of Directors shall be by secret written ballot. Each ballot shall list all the nominees for Directors. Each Member or his proxy shall be entitled to one (1) ballot for each vote such Member is entitled to cast under the provisions of these By-Laws. On each ballot he is entitled to cast, a Member or his proxy may vote for as many nominees as there are directorships up for election. However, a Member or his proxy may not vote for more than one (1) time on any given ballot for the same nominee. The person receiving the largest number of votes shall be elected as the Directors.

**ARTICLE VIII**  
**MEETINGS OF BOARD OF**  
**DIRECTORS**

**SECTION 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held annually, with fifteen (15) days' notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**SECTION 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

**SECTION 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE IX**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**SECTION 1. Powers.** The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use and maintenance of the private road(s) serving the Properties until such time as the maintenance of such road(s) is taken over by the State of Virginia and/or Pulaski County.

(b) Adopt and publish rules and regulations governing the use and maintenance of the jogging and/or bicycle paths (if any), sidewalks, playgrounds (if any), subdivision signs, storm water management systems (if any), other common areas, and the landscaping and lighting associated with such areas serving the Properties.

(c) Suspend the voting rights of a member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for

infraction of published rules and regulations.

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions by these By-laws or the Declaration.

(e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**SECTION 2. Duties.** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and to present a statement thereof to the Members at the annual meeting of the members or at any special meeting when such statement is requested in writing by those Members holding one-fourth (1/4) of the votes entitled to be cast.

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in these By-laws, to:

(i) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period.

(ii) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(iii) In the discretion of the Board of Directors, bring an action at law against the Owner personally obligated to pay the same for assessments that are not paid within thirty (30) days after due date.

(d) Issue, or cause an appropriate officer to issue, upon demand by any Member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

(f) Cause the private road(s) serving the Properties to be maintained until such time as the maintenance of such road(s) is taken over by the State of Virginia and/or Pulaski County.



(g) Cause the jogging and/or bicycle paths , playgrounds, subdivision signs, storm water management systems, other common areas, and the landscaping and lighting associated with such areas serving the Properties to be maintained , to the extent that any of the items listed in this subsection (g) apply.

(h) The right to determine the number of members (one (1), two (2), or three (3)) and the right to appoint and remove all members of the Architectural Review Committee at any time, shall be and it is hereby vested solely in the Association. Members will be appointed by the Board of Directors for terms of three (3) years with alternating years of appointment. Members may also be reappointed to successive terms. Vacancies on the Architectural Review Committee shall be filled by the Board of Directors. A vacancy or vacancies on the Architectural Review Committee shall be deemed to exist in case of the death, incapacity, or resignation of a member thereof

## **ARTICLE X**

### **OFFICERS AND THEIR DUTIES**

**SECTION 1. Enumeration of Offices.** The officers of this Association shall be a president, a vice-president, and a secretary/treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

**SECTION 2. Election of Officers.** Officers shall be elected by the Members at each annual meeting of the Members.

**SECTION 3. Term.** Each officer shall hold office for three (3) year and until his successor has been appointed or elected and qualified in office. Any officer may resign, may be removed from office, or may otherwise be disqualified to serve before the completion of histerm.

**SECTION 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

**SECTION 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board or the Members. Any officer may resign at any time giving written notice to the Board, the President, the Secretary/Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**SECTION 7. Multiple Offices.** Except for the office of Secretary/Treasurer, no person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article X.

**SECTION 8. Duties.** The duties of the officers are as follows:

(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; shall sign all leases, mortgages, deeds and other written instruments; and shall sign on behalf of the Association all promissory notes made by the Association.

(b) Vice-President - The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary/Treasurer - The Secretary/Treasurer shall have the combined duties of Secretary and Treasurer, as follows and the Treasurer's duties may be assigned to the Association's Certified Public Accountant:

(i) Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; provide each new Member with a copy of the Declaration and By-laws of the Association; and shall perform such other duties as required by the Board.

(ii) Treasurer - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign, on behalf of the Association, all promissory notes made the Association; keep proper books of accounts; at the request of a majority of the Members to cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prep are an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

**ARTICLE XI**  
**BOOKS AND RECORDS**

The books, records and papers of the Association shall be subject to inspection by any Member at reasonable business hours.

**ARTICLE XII**  
**AMENDMENTS**

**SECTION 1.** These By-laws may be amended, at a regular meeting of the Members, by a vote of a majority of a quorum of members present in person or by proxy.

**SECTION 2.** In the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

**ARTICLE XIII**  
**MISCELLANEOUS**

**SECTION 1.** 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.** The use of one gender in these Bylaws shall be deemed to include the other genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.