

# **County Downs Homeowners Association**

**By-Laws**



**BY-LAWS**  
**OF**  
**COUNTY DOWNS HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**Name and Location**

The name of the corporation is County Downs Homeowners Association, hereafter referred to as “the Association”. The principal office of the association shall be located in Boone County, Missouri.

**ARTICLE II**

**Definitions**

The following terms shall have the following meanings when used in these By-Laws:

**Section 1. General Definitions.** “Declaration” means the Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of County Downes Subdivision Block III made on the 24<sup>th</sup> day of January, 1979, by County Downs of Boone County, Inc., a Missouri corporation. Such Declaration is recorded at the office of the Recorder of Deeds of Boone County, Missouri in Book 460 at Page 680.

**Section 2. Other Definitions.** Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

**ARTICLE III**

**Membership in the Association**

There shall be two (2) classes of membership in the Association, Class A and Class B. Every Lot Owner other than the Developer shall automatically be a Class A member of the Association. The developer and those to whom it assigns any of its Class B membership rights shall be the Class B members of the Association. The identities of the Class A and Class B members, and the qualifications and requirements of membership and the characteristics of membership are set forth in Article II of the Declaration. Such Article II is incorporated herein by reference.

**ARTICLE IV**

**Voting Rights**

The Association shall have two (2) classes of voting membership, Class A and Class B. The existence of Class A and Class B voting rights, and the rights attributable thereto, and the other provisions dealing with such voting rights are set forth in Article III of the Declaration which is incorporated herein by reference the same as though fully set forth herein.

## ARTICLE V

### **Membership Meetings**

**Section 1. Place of Meetings.** Meetings of the membership shall be held at the principal office or place of business of the corporation, or at such other suitable place convenient to the membership as may be designated by the Board of Directors, from time to time.

**Section 2. Annual Meetings.** The first annual meeting of the members of the Association shall be held at 7:30 p.m., within 365 days following the first day of January which follows conveyance of the fifth Lot. Thereafter, the annual meetings of the members of the Association shall be held within 180 days following the close of the Association's fiscal year.

**Section 3. Special Meetings.** Special Meetings of the membership may be called at any time for the purpose of considering matters which, by the terms of the Declaration, or by the terms of the By-Laws, require the approval of some or all of the members, or by written notice, authorized by a majority of the Board of Directors, or upon a petition signed by twenty percent (20%) of the Class A or all of the Class B Members (if there are Class B Members) of the Association having been presented to the Association's Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members of each class present, either in person or by proxy.

**Section 4. Notice of Meetings.** Except when otherwise provided by the Declaration and except when notice is waived as hereinafter provided, written or printed notice of any annual or special meeting of the members shall be sent by the Secretary of the corporation to all members by mailing the same, postage prepaid, at least ten (10) days and not more than forty (40) days prior to the meeting, addressed to the members at their respective addresses as recorded upon the membership books of the Association. Notice may also be accomplished by service of same upon the member at his Lot or last known address. Notice by either such method shall be considered as notice served. Any notice shall state the place, day and hour of the meeting and the purpose of purposes for which it is called. No notice of any annual or special meeting of the members is required if all members file with the records of the meeting written waivers of such notice. In the absence or disability of the Secretary, notice as provided for in this Section may be sent out by any such officer as may be designated by the Board of Directors.

**Section 5. Waiver of Notice.** Any member may waive notice of any membership meeting, either in writing or by telegram, signed by the member whether such member attends the meeting or not. The presence of a member at any membership meeting shall be deemed to constitute a waiver by the member if notice to the meeting unless such member attends for the express purpose of objecting to the transaction of business at the meeting.

**Section 6. Majority and Quorum.** Unless otherwise specified in the Declaration or Articles of Incorporation or these By-Laws or by law, the presence of twenty percent (20%) of the members of the Association of each class, either in person or by proxy, shall constitute a quorum for the transacting of business at all meetings of the members, unless a greater quorum is required for the transaction of the particular business by the Declaration. Unless otherwise specified by these By-Laws or the Declaration, or by the Association's Articles of Incorporation, or by law, decisions at membership meetings shall be by the majority vote of the members present and represented by proxy of each class. If a quorum is not present, a majority of the members of each class present can adjourn the meeting to another date and time not less than forty-eight (48) hours from the time the original meeting was called, unless otherwise required by the Declaration, at which time the quorum requirement shall be reduced by one-half (1/2). No notice of such date and time shall be required.

**Section 7. Proxies.** A member may appoint any other member or the Developer or the manager or managing agent of the Association, if any, as his proxy. In no case may any member, (except the Developer or the manager or managing agent, if any) cast more than one (1) vote by proxy. Any proxy must be filed with the Secretary of the Association before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary of the Association or by the death of the member.

**Section 8. Meetings, Convened, How.** Every meeting of the members, for whatever purpose, shall be convened and chaired by the Associations' President, if he be present, otherwise by the Vice President, or in his absence or refusal to act by persons selected by the Board of Directors.

**Section 9. Order of Business.** The order of business at all annual meetings of the members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election of inspectors in election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meetings.

## **ARTICLE VI**

### **Directors**

**Section 1. Number and Classification.** The Board of Directors of the Association shall consist of three (3) directors. During such time as there are Class B voting rights in existence, two (2) of such Directors shall be natural persons elected by the Class B Members, and one (1) of such Directors shall be a natural person who is the Owner of an ownership interest in a Lot (other than the Developer, and those to which it has assigned all or any portions of its rights as the Developer) elected by the Class A Members of the Association. After all Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3) natural persons, who need not be Lot Owners, elected by the Class A members of the Association. Until Class B voting rights are terminated, all Directors shall be elected at the annual meeting of the Association's members and shall serve for one (1) year, or until their respective successors are later duly elected and qualified.

**Section 2. Nominating Procedure.** The President of the Board of Directors shall select a nominating committee which will make nominations of persons (to be elected by Class A members) to serve as Directors for the coming year at the annual meeting of the Association. Such nominating committee shall consist of at least three (3) persons. The Chairman of such nominating committee shall be a member of the Board of Directors of the Association. No more than one (1) additional member of the nominating committee shall be from the Board of Directors. The members shall have the privilege of making additional nominations from the floor at the annual meeting. The nominating committee shall make all reasonable attempts to secure suggestions for nominations from all interested people.

**Section 3. Vacancies.** The Board shall fill vacancies in its membership occurring between elections. A Board member, who is absent without sufficient cause (such sufficient cause being determined within the sole and absolute discretion of the remaining members of the Board by the majority vote thereof) from three (3) consecutive meetings of the Board may, at the option of the remaining members of the Board, be considered to have resigned, and such vacancies shall be filled by the Board; provided however, that before such option is exercised by the Board, such member shall be given at least eight (8) days written notice that the exercising of such option is an issue to be placed before the Board so that such Board member shall have ample opportunity to appear before the Board to explain his absence from the meeting of the Board. For purposes of determining whether or not to exercise such option, the size of the Board of Directors shall be deemed to be reduced by one (1). Vacancies in positions on the Board filled by the Class B Member, shall be filled by the remaining Directors elected by Class B Members.

**Section 4. Management.** The Board of Directors shall, if it in its sole and absolute discretion deems it advisable to do so, employ for the Association, a professional manager, management firm or managing agent, at a rate of compensation to be established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to those duties and services specified by ARTICLE V of the Declaration. The employment of such a manager, management firm or managing agent shall be upon such terms and conditions as the Association's Board of Directors shall, in its sole and absolute discretion, elect. Notwithstanding anything to the contrary set forth at any place in this Article, or in these By-Laws, any management contract entered into with any manager or managing firm or managing agent prior to the termination of Class B voting rights hereunder shall not, in any event, have a term exceeding five (5) years. So long as Class B voting rights exist, neither the Association nor its Board of Directors shall delegate any responsibilities for a term exceeding five (5) years.

**Section 5. Term of Office.** So long as there are Class B voting rights in the Association, all Directors shall be elected at the annual meeting of the members. The term of the Directors named in the Association's Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of the members and are duly qualified. At the first annual meeting of the members after Class B voting rights have expired, the term of the office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of the office of the Director receiving the second greatest number of votes shall be fixed at two (2) years, and the term of the office of the remaining Directors shall be fixed at one (1) year. Thereafter, at the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

**Section 6. Termination of Directorship.** The term of any Director who becomes more than thirty (30) days delinquent in the payment of any assessments and / or carrying charges shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 3 of this Article.

**Section 7. Compensation.** Directors, as such, shall not receive any stated compensation or salaries for their services as Directors.

**Section 8. Organization Meeting.** The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such directors are elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

**Section 9. Regular Meetings.** Regular meeting of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) directors.

**Section 11. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**Section 12. Quorum.** At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At

any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 13. Action Without Meeting.** Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

**Section 14. Fidelity Bonds and Insurance.** The Board of Directors may require that all or certain officers and employees of the Association handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds, if the Board of Directors deems that such fidelity bonds would be in the best interest of the Association. The premiums on such bonds shall be paid by the Association. The Board may further elect to have the corporation purchase officers and directors liability insurance for all officers and directors.

**Section 15. Powers and Duties.** The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by the Declaration or by these By-Laws directed to be exercised and done by the members of the Association. The property and affairs of the Association shall be controlled and managed by the Board of Directors, which shall exercise all powers of the Association not reserved by these By-Laws or by the Declaration of Articles of Incorporation to the members. The Association's Board of Directors shall have authority to employ, discharge and determine the compensation of such managers and employees as in its opinion are needed to do the work of the Association. The Board of Directors shall make such rules as in its judgment are necessary concerning the receiving, banking and disbursing of funds, and the handling of any other business of the Association; provided, however, that such rules shall not be inconsistent with any of the provisions of these By-Laws, the Declaration or the Association's Articles of Incorporation. The Board of Directors shall also be responsible for arranging the annual auditing of all accounts of the Association. The Board of Directors shall have the duty and responsibility to see to it that the Association does all that is required by it to discharge its duties to the Association's members as specified by the Declaration.

**Section 16. Annual and Special Assessments.** In addition to its powers and duties as specified by the above provisions of these By-Laws, the Association's Board of Directors shall have the duty and responsibility to levy, collect and enforce all of those annual and special assessments provided for in, and described in Article VI of the Declaration, which is incorporated herein by reference the same as though fully set forth herein. The assessments shall be set in that manner, and used for those purposes specified in such Article VI, and shall be enforced in the manner provided in such Article VI.

## ARTICLE VII

### **Officers**

**Section 1. Number.** The officers of the Association shall consist of a President, a Secretary and a Treasurer, who shall be selected by the Board of Directors. The Board of Directors may, if it, in its sole and absolute discretion determines it appropriate to do so, also choose and appoint a Vice President, and one (1) or more Assistant Secretaries and Assistant Treasurer's, and such additional officers and agents, if any, as it may deem necessary from time to time. Any two (2) of such offices may be filled by one (1) and the same person.

**Section 2. Term.** The officers shall hold office at the pleasure of the Board of Directors, for a period of one (1) year from the date of their respective elections, or until their successors are later duly elected and qualified.

**Section 3. Vacancies.** A vacancy in any office for any reason shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

## ARTICLE VIII

### **Duties of Officers**

**Section 1. General Powers.** The officers of the Association shall have such power and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate officers, except insofar as such power and authority is limited by these By-Laws, or by resolution of the Board of Directors.

**Section 2. President.** The President shall be the principal officer of the Association, and shall, in general, control and manage the property and affairs of the Association. He shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time. He shall sign all notes, agreements, conveyances or other instruments in writing made and entered into for or on behalf of the Association. He shall have all the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power to appoint committees from time to time among the membership of the Association as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

**Section 3. Vice President.** The Vice President shall take place of the President and perform his duties whenever the President shall be absent and unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

**Section 4. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

**Section 5. Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

**Section 6. Assistant Secretaries.** The Assistant Secretaries, in order of succession, shall perform all of the duties of the Secretary in the event, death, disability or absence of the Secretary, and such other duties, if any, as may be prescribed by the Board of Directors.

**Section 7. Assistant Treasurers.** The Assistant Treasurers, in order of their seniority, shall perform all of the duties of the Treasurer in the event of the death, disability, or absence of the Treasurer, and such other duties, if any, as may be prescribed by the Board of Directors.

**Section 8. Compensation of Officers.** No officer shall receive any salary or other compensation for services rendered to the Association in his capacity as an officer of the Association. No remuneration shall be paid to an officer in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before services are undertaken.



## ARTICLE IX

### **Liability and Indemnification of Officers and Directors**

**Section 1. Liability and Indemnification of Officers and Directors.** The Association shall indemnify (to the maximum extent permitted by the law of Missouri) every officer and director of the Association, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligent, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Development (except to the extent that such officers or directors may also be Owners of Lots) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

**Section 2. Common or Interested Directors.** The directors shall exercise their powers and duties in good faith and with a view of the interests of the Association. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association (including the Developer) in which one or more of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee therefore which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, any may vote thereafter to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

## ARTICLE X

### **Management**

**Section 1. Management.** The Association, by and through its Board of Directors, shall manage, operate and maintain, the Development, and for the benefit of the Lots and the owners thereof, and residents of the Development, shall enforce the provisions of the Declaration and of these By-Laws, and may pay out of the Maintenance Fund, established by the Declaration, for those articles, items, duties and services to be supplied and performed by the Association under the terms of the Declaration.

**Section 2. Manager and Managing Agent.** The Association, by and through its Board of Directors, may delegate any of its duties, powers or functions to a manager or managing agent, provided that such delegation shall be revocable upon six (6) months written notice. The Association, and its officers, and its Board of Directors shall not be liable for any omission or improper exercise by the manager or managing agent of any such duty, power or function so delegated. Notwithstanding anything to the contrary hereinabove set forth, during that period of time during which Class B voting rights exist, neither the Association nor its Board of Directors shall delegate any authority to a management firm or managing agent for a term exceeding, in any event, five (5) years.

**Section 3. Duty to Maintain.** Except for the maintenance requirements imposed by the Declaration upon the Association, if any, the Owner of any Lot shall, at his own expense, maintain the interior and exterior of the building located on his Lot and any and all equipment, appliances or fixtures therein situated, and its other appurtenances (including without limitation any balcony, terrace or patio appurtenant to such Lot) in good order, condition and repair, and in a clean and sanitary condition and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Lot, the building located thereon, and such appurtenances. In addition to the foregoing, the Owner of any Lot shall, at his own expense, maintain, repair or replace any plumbing fixtures, water heaters, and heating and air conditioning equipment, lighting fixtures, refrigerators, ranges and / or other equipment that may be in or appurtenant to the building located on his Lot.

**Section 4. Access at Reasonable Times.** For the purposes of discharging its duties and responsibilities as provided by these By-Laws and the Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents, directors or employees shall have the right, after reasonable efforts to give notice to the Lot Owner, to enter into any Lot and the building located thereon at any hour considered to be reasonable under the circumstances.

**Section 5. Limitation of Liability.** The Association, and its directors, and its officers, shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the maintenance fund established by the Declaration, or for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Lot for loss or damage by theft or otherwise of articles which may be stored upon any of the Common Elements. No diminution or abatement of maintenance fund assessments as provided for by the Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or the Lots or the buildings located thereon, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

## **ARTICLE XI**

### **Annual and Special Assessments**

The Association shall be entitled to assess and receive, and the Association's members and the Lots shall be liable and responsible for those annual and special assessments provided for by the Declaration, which shall be levied, assessed and collected as provided for by the Declaration and the above provisions of these By-Laws.

## **ARTICLE XII**

### **Use Restrictions and Architectural Control**

The Lots and the Property shall be subject to those use restrictions set forth in the Declaration, and to those architectural controls imposed by the Declaration, which shall be enforced by the Board of Directors.

## ARTICLE XIII

### **Insurance**

The Association's Board of Directors shall be responsible for obtaining and maintaining the casualty or physical damage insurance, and the public liability and workmen's compensation insurance to be obtained by the Association pursuant to the provisions of the Declaration. Such insurance obtained by the Association's Board of Directors shall be subject to those terms and provisions dealing with insurance proceeds as are set forth in the Declaration.

## ARTICLE XIV

### **Fiscal Management**

**Section 1. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement data of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

**Section 2. Books and Accounts.** Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the development and its administration and shall specify the maintenance and repair expenses of the general and limited Common Elements and services and any other expenses incurred. That amount of any assessment required for payment on any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

**Section 3. Auditing.** Upon request by a majority of the Board of Directors of the Association, any Treasurer or Assistant Treasurer of the Association, whether present or past, shall submit his or her books and records for audit by an independent Certified Public Accountant, retained by the Association at its expense, whose report shall be prepared and certified in accordance with generally accepted auditing principles. In lieu of any such audit by an independent Certified Public Accountant, the Association's Board of Directors may appoint an "audit committee." Such audit committee shall consist of two (2) directors and one (1) Class A member of the Association, who is not a member of the Board of Directors. If an audit committee is used, then the books and records shall be audited by such audit committee, which shall report to the Association's Board of Directors.

**Section 4. Inspection of Books.** The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the member of the Association, and / or their duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.

**Section 5. Execution of Corporate Documents.** With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President and Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

**Section 6. Seal.** The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

## ARTICLE XV

### Amendment

Those provisions of these By-Laws which also appear in the Declaration may be amended only in that manner provided for the amendment of the Declaration by the Declaration. The remaining provisions of these By-Laws may be amended by the affirmative vote of a majority of the members of each class present at any meeting of the members, at which a quorum is present, and which is duly called for such purpose. Amendments may be proposed by the Board of Directors or by a petition signed by members representing at least one-third (1/3) of the voting members of a single class of members. A description of any proposed amendment of these By-Laws or the Declaration shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

## ARTICLE XVI

### Conflict With The Declaration

**Section 1. Conflict.** In the event any of the provisions of these By-Laws, or any provision of an amended version of these By-Laws, conflicts with the terms and provisions of the Declaration in any way whatsoever, these By-Laws shall be deemed to be subordinate and subject to all provisions of the Declaration. All of the terms hereof except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.

**Section 2. Severability.** In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

**Section 3. Waiver.** No restriction, condition, obligation or provision of these By-Laws or the Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Section 4. Captions.** The captions contained in these By-Laws are for convenience only and are a part of these By-Laws and are no intended in any way to limit or enlarge the terms and provisions of these By-Laws.

**Section 5. Gender, etc.** Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Adopted by Resolution of the Board of Directors of County Downs Homeowners Association, a Not-For-Profit Corporation, at a meeting of the Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Secretary of the Association and of the Meeting

### CONFIRMATION OF ADOPTION OF BY-LAWS

We, the undersigned, being the Directors of County Downs Homeowners Association, do hereby confirm that the above By-Laws were adopted by unanimous resolution of the Board of Directors, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_