

Article	Original Text	Legal Revision Structure	Transcription
9.01.1	If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION may charge the defaulting OWNER a late charge of TEN DOLLARS (\$ 10.00) or ten percent (10%) of the ASSESSMENT, whichever is greater, plus interest at the then highest rate of interest allowable by law, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due (10) days after written demand by ASSOCIATION.	If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION may charge the defaulting OWNER a late charge of TEN DOLLARS (\$ 10.00) or ten percent (10%) of the ASSESSMENT, whichever is greater <u>up to the maximum amount of permitted by law</u> , plus interest at the then highest rate of interest allowable by law, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due (10) days after written demand by ASSOCIATION.	If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION may charge the defaulting OWNER a late charge up to the maximum amount of permitted by law, plus interest at the then highest rate of interest allowable by law, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due (10) days after written demand by ASSOCIATION.
9.01.04	Whereas any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER or where an INSTITUTIONAL LENDER accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender such acquirer of title its successors and assigns shall not be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former	Whereas any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER or where an INSTITUTIONAL LENDER accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender such acquirer of title its successors and assigns shall not be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof <u>up to the maximum amount permitted by law unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the</u>	Whereas any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER or where an INSTITUTIONAL LENDER accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender such acquirer of title its successors and assigns shall be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof up to the maximum amount permitted by law. In addition the new OWNER from and after the

	<p>OWNER of the LOT and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosure or underlying mortgage the unpaid ASSESSMENTS or other monies are common expenses collectible from all of the OWNERS including such acquirer and his successors and assigns. The new OWNER from and after the time of acquiring such title shall be liable for payment of all future ASSESSMENTS for common expenses and such other expenses as may be assessed to the OWNERS LOT any person who acquires a LOT shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION and shall not be entitled to occupancy</p>	<p>foreclosure or underlying mortgage the unpaid ASSESSMENTS or other monies are common expenses collectible from all of the OWNERS including such acquirer and his successors and assigns. <u>In addition</u> the new OWNER from and after the time of acquiring such title shall be liable for payment of all future ASSESSMENTS for common expenses and such other expenses as may be assessed to the OWNERS LOT any <u>other</u> person who acquires a LOT shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION and shall not be entitled to occupancy</p>	<p>time of acquiring such title shall be liable for payment of all future ASSESSMENTS for common expenses and such other expenses as may be assessed to the OWNERS LOT any other person who acquires a LOT shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION and shall not be entitled to occupancy</p>
9.02.4(C)	<p>The Board of Directors may impose fines in amounts reasonably related to the severity of the offence and</p>	<p>The Board of Directors may impose fines in amounts <u>up to the maximum amount permitted by law</u> reasonably related to the severity of the offence and deemed adequate to deter future</p>	<p>The Board of Directors may impose fines up to the maximum amount permitted by law reasonably related to the severity of the offence and deemed adequate to deter</p>

	<p>deemed adequate to deter future offenses not to exceed \$7.00 per violation so when said violation is “cosmetic” in nature (i.e. including but not necessarily limited to a need for; pressure cleaning; driveway sealing, house painting, landscaping or lawn maintenance, removal of disabled vehicles, machines, or debris on property or roof, etc.) The fine may not exceed \$70 per violation when said violation is “structural” in nature and was not granted prior to ARB approval (i.e. including but not necessarily limited to unapproved fencing, unapproved home additions, or structures whether separate from or attached to main dwelling, unapproved light poles or posts, tennis and other courts, etc..)Either cosmetic or structural Fines may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, without any limit as to the aggregate amount and may not exceed in the aggregate \$500 per cosmetic violation and \$5000 per structural violation.</p>	<p>offenses not to exceed \$7.00 per violation so when said violation is “cosmetic” in nature (i.e. including but not necessarily limited to a need for; pressure cleaning; driveway sealing, house painting, landscaping or lawn maintenance, removal of disabled vehicles, machines, or debris on property or roof, etc.) The fine may not exceed \$70 per violation when said violation is “structural” in nature and was not granted prior to ARB approval (i.e. including but not necessarily limited to unapproved fencing, unapproved home additions, or structures whether separate from or attached to main dwelling, unapproved light poles or posts, tennis and other courts, etc..)Either cosmetic or structural Fines may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, <u>without any limit as to the aggregate amount</u> and may not exceed in the aggregate \$500 per cosmetic violation and \$5000 per structural violation.</p>	<p>future offenses Fines may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, without any limit as to the aggregate amount</p>
5.02 Election	Election of directors to be		Notwithstanding anything to the contrary contained in these Bylaws.

<p>of Directors by Members .</p>	<p>elected by the members of the ASSOCIATION shall be conducted in the following manner:</p> <p>5.02.1 Within sixty days after the members other than the DECLARANT are entitled to elect any directors, as provided in the ARTICLES, or within sixty (60) days after the DECLARANT notifies the ASSOCIATION that it waives its right to appoint one or more directors, the ASSOCIATION shall call, and give not less than thirty (30) days • nor more than forty (40) days • notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the DECLARANTS. Such special meeting may be called and the notice given by any member if t e ASSOCIATION fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed</p>		<p>the Declaration of Covenants and Restrictions or the Articles of Incorporation. the members or the Board of Directors shall be elected by secret written ballot. Proxies shall in no event be used in electing the Board of Directors. either in general elections or elections to fill vacancies caused by recall. resignation. or otherwise.</p> <p>Not less than 60 days before a scheduled election. the Association shall mail or deliver to each owner entitled to vote, a first notice of the date or the election. Any owner or other eligible person may nominate himself or may nominate another owner or eligible person, if he has permission in writing to nominate the other person. Any owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than 40 days before a scheduled election. Not less than 30 days before the election, the Association shall mail or deliver a second notice of the election to all owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot. No owner shall</p>
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	<p>by DECLARANT which would have been replaced by any directors elected by the members may resign without further liability or obligation to the ASSOCIATION.</p> <p>In the event such a special meeting is called and held, at the meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.</p> <p>5.02.2 Except as provided above, the members shall elect directors at the annual members' meetings.</p> <p>5.02.3 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the</p>		<p>permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph an election and balloting are not required unless more candidates file notices of intent to run or more nominated than vacancies exist on the Board.</p>
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	<p>number of directors to serve on the BOARD will not be altered by the members at the members I meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.</p> <p>5.02.4 The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.</p>		
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