

# HIDDEN TIMBERS HOMEOWNERS ASSOCIATION

## SUBDIVISION BY-LAWS

### ARTICLE 1 ASSOCIATION OF LOT OWNERS

**Section 1. NAME AND PURPOSE:** A Subdivision, located in the Township of Lyon, County of Oakland, and State of Michigan, shall be administered by an association of Lot Owners which shall be a non-profit corporation, called the "Association", organized under the applicable laws of the State of Michigan. The Association shall be responsible for the management, maintenance, operation, and administration of the common areas, easements and affairs of the Subdivision in accordance with the Declaration of Covenants, Conditions, and Restrictions, the Subdivision By-Laws, the Articles of Incorporation, the Association By-Laws, the duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Lot Owners of the Subdivision and all persons using or entering upon or acquiring any interest in any of its Subdivision homes or the common areas shall be subject to the provision and terms set forth in the Subdivision documents.

**Section 2. MEMBERSHIP: Refer to Article III, Section 3.02 & 3.03 of the CCR.**

**2.1 General:** Membership in the Association and voting by members of the Association shall be in accordance with the following provision:

- (a) Each Lot Owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- (b) The Lot Owner's share in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as part of the sale or transfer of ownership of the Lot and home.

**2.2 Voting Rights:**

- (a) Each Lot Owner shall be entitled to one vote for each home owned.
- (b) No Lot Owner shall be entitled to one vote at any meeting of the Association until he/she has presented evidence of ownership in the Subdivision to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract purchaser shall be considered the Lot Owner for voting purposes.
- (c) Each Lot Owner shall file a written notice with the Association designating the individual representative who shall vote at Association meetings and receive all notices and other communications from the Association on behalf of the Lot Owner. Such notice shall state the name and address of the individual representative designated, the number(s) of the home(s) owned by the Lot Owner, and the name and address of the Lot Owner(s). Such notice shall be signed and dated by the Lot Owner. The individual representative designated may be changed at any time by the Lot Owner filing a new notice in the manner provided here.
- (d) Votes may be cast in person, or by proxy, or by written vote signed by the designated voting representative not present at a given meeting. Proxies and any written votes

must be filed with the Secretary of the Association at or before the appointed time of each Association meeting. Cumulative voting shall not be permitted.

**2.3 Annual Meeting:** There shall be annual meetings of the Association members. Other meetings may be provided for in the Association By-Laws. Notice of time, place and subject matter of all meetings shall be given to each Lot Owner (or each individual representative designated) by mail or delivery at least ten (10) days, but not more than sixty (60) days, in advance of the meeting.

**2.4 Quorum:**

- (a) The presence in person or by proxy of thirty-three and one-half percent (33-1/3%) of the Lot Owners qualified to vote shall constitute a quorum for holding a meeting of Association members. (Voting on certain questions may require a greater quorum.) When votes are cast, the written vote of any person, furnished at or prior to any called meeting at which said person is not present in person or by proxy, shall be counted in determining the presence of a quorum.
- (b) A majority, except where otherwise provided, shall consist of **more than fifty percent (50%) of those qualified to vote and present in person or by proxy** (or written vote) at a given meeting of the Association members. Whenever specifically stated, a greater-than-simple majority may be required and may be required to be one of both number and value (percentage).

**Section 3. BOOK AND RECORD KEEPING:** The Association shall keep detailed books of account showing all administrative expenditures and receipts which shall specify the maintenance and repair expenses of the common areas and any other expenses incurred by or on behalf of the Association and the Lot Owners. These documents and accounts shall be available during reasonable working hours for inspection by Lot Owners, prospective purchasers of homes in the subdivision, and their mortgage holders.

The books and records shall be audited at least once each year by qualified independent auditors; such auditors need not be certified public accountants nor does such an audit need to be certified. Income, expenses and position statements shall be prepared at least once annually and distributed to each Lot Owner. The cost of such accounting assistance is an administrative expense.

**Section 4. BOARD OF DIRECTORS:** The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other provisions relating to directors shall be provided by the Association By-Laws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the Association's affairs. It may do all things not prohibited by the Subdivision documents or required to be done by the Lot Owners. Further duties may be imposed by resolutions of Association members or set forth in the Association By-Laws. In addition, the Board of Directors shall be responsible specifically for the following:

1. To manage and administer the affairs and maintenance of the Subdivision and common areas.
2. To levy, collect and disburse assessments against and from Association members and to use the proceeds for the purposes of the Association, to enforce assessments through liens and

foreclosure proceedings when appropriate, and to impose late charges for nonpayment of assessments.

3. To carry insurance and collect and allocate the proceeds.
4. To rebuild improvements to the common areas after casualty.
5. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Subdivision.
6. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of Association business, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of sixty percent (60%) of all Association members.
7. To make reasonable rules and regulations governing the use and enjoyment of the common areas by Lot Owners and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including but not limited to imposing fines, late payment charges, or instituting eviction or legal proceedings.
8. To enforce the provisions of the Association documents.
9. To make rules and regulations.
10. To levy, collect and disburse fines against the Association members after notice and hearing and to use the proceeds for the Association.
11. To establish such committees as necessary and to delegate to the committees any functions or responsibilities which are not required to be performed by the Board.
12. To assist, defend or settle claims on behalf of all Lot Owners in connection with the common areas of the Subdivision. The Board shall provide at least a ten (10) day written notice to all Lot Owners on actions proposed by the Board with regard thereto.

**Section 5. DESCRIPTION OF BY-LAWS:** The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of the officers of the Association and may contain any other pertinent provisions.

**Section 6. DIRECTORS AND OFFICERS INDEMNIFICATION:** Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding to which he/she may become involved by reason of being or having been a director or officer of the Association. This applies whether or not the officer or director holds office at the time such expenses are incurred. Exceptions are in cases where the director or officer is guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his/her duties. In the event of any claim for reimbursement or indemnification based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification shall only apply if the Board of Directors (with the director seeding reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association,. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Ten (10) days' written notice of any proposed action by the Association to indemnify an officer or director shall be given to all Lot Owners. Where no judicial determination as to indemnification of the officer or director has been made, as opinion of the independent legal counsel as to the propriety of indemnification shall be obtained if a majority of the Lot Owners vote to procure such opinion.

## ARTICLE II ASSESSMENTS

**Section 1. PROPERTY TAXES:** The Association shall be assessed as the entity in possession of any tangible personal property of the Subdivision. Personal property taxes, if any, based thereon shall be treated as administrative expenses.

**Section 2. INSURANCE COSTS & PROCEEDS:** All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common areas or the administration of the Subdivision shall be administrative expenses within the meaning of Public Act 59 of 1978, as amended. All sums received as proceeds of or pursuant to any insurance policy carried by the Association securing the interests of the Lot Owners against liabilities or losses arising, caused by or in connection with the common areas or the administration of the Subdivision shall be receipts of administration.

**Section 3. ASSESSMENTS shall be determined in accordance with the following provisions:**

**(a) Budget & Annual Assessments:** The Board of Directors shall establish annual budget in advance for each fiscal year. The budget shall project all expenses for the forthcoming year, which may be required for the property operation, management and maintenance of the Subdivision, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, major repair and replacement of those common areas that must be replaced on a periodic basis must be established in the budget and must be funded by regular payments as set forth in Section 4 below rather than by special assessments.

Upon the Board of Director's adoption of the annual budget, copies of the budget shall be delivered to each Lot Owner and the assessment for the year shall be established. The delivery of a copy of the budget to each Lot Owner shall not affect the liability of any Lot Owner for any existing or future assessments. Should the Board of Directors at any time determine the following:

1. that the assessments levied are or may prove to be insufficient to pay the costs of operations, maintenance, and management of the Subdivision;
2. to provide replacements of existing common areas;
3. to provide additions to the common areas not to exceed ten percent (10%) of the Association's annual operating budget for the year in question; or
4. in the event of emergencies,

the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment(s) as necessary.

**(b) Special Assessments:** Other special assessments may be made by the Board of Directors and approved by the Lot Owners to meet other needs or requirements of the Association, including:

1. assessments for additions to the common areas of a cost exceeding ten percent (10%) of the Association's annual operating budget for the year in question;
2. assessments for any other appropriate purpose not elsewhere described.

Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of at least a majority of all Lot Owners. The authority to levy assessments

pursuant to this subparagraph is solely for the benefit of the Association and shall not be enforceable by any creditors of the Association or of the members.

**Section 4. ASSESSMENT PAYMENTS:** Unless otherwise provided herein, all assessments levied against the Lot Owners by the Board of Directors to cover administrative expenses that affect each home equally may be apportioned equally among and paid by the Lot Owners.

- a) All assessments levied against the Lot Owners to cover administrative expenses that do not affect each home equally, or any unusual common expenses benefiting less than all of the home(s), shall be specifically assessed against the home(s) involved.
- b) Annual assessments determined in Accordance with Article II, Section 3(a) above shall be payable by Lot Owners in annual or semi-annual installments, commencing with acceptance of a deed to a home or with acquisition of the title to a home by any other means.
- c) The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. If a delinquency occurs, the Board of Directors may accelerate the due date of the balance of the unpaid annual assessment.
- d) Assessments in default shall bear interest at the rate of not less than seven percent (7%) per annum, plus an additional interest rate surcharge as the Board of Directors shall approve, until paid in full. The interest rate and interest rate surcharge combined, applying to delinquent accounts, shall not exceed the limit set by usury laws of the State of Michigan. The Board of Directors shall also adopt uniform late payment charges.
- e) Lot Owner(s) shall be personally liable for the payment of all assessments pertinent to the home. A purchaser of a home shall acquire the home subject to any unpaid assessments against it and become personally liable. A Lot Owner selling a home shall not be entitled to any refund from the Association from any account, reserve or other asset of the Association.

**Section 5. ASSESSMENT EXEMPTIONS:** Lot Owners **may not** exempt themselves from liability for their contribution toward administrative expenses by waiver of use, or enjoyment of the common areas, or abandonment of their home.

**Section 6. ASSESSMENT DELINQUENCIES:** In addition to any other remedies available to it, the Association may enforce collection of delinquent assessments by a lawsuit for money judgment, or by foreclosure of the statutory lien that secures payment of assessments. Each Lot Owner shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by court action or by advertisement.

- (a) The provisions of Michigan law pertaining to foreclosure of mortgages by court action and by advertisement, are incorporated here by reference. The purpose is to establish the alternative procedures to be followed in lien foreclosure actions as well as the rights and obligations of the parties to such actions.
- (b) Each Lot Owner in the Subdivision shall be deemed to have authorized and empowered the Association to sell or cause to be sold the home to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such a sale in accordance with the priorities established by Michigan law.
- (c) The Lot Owner(s) of a home in the Subdivision acknowledges that at the time of acquiring title to the home, he/she was notified of the provisions of this section. He/she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing prior to the sale of the subject home.

- (d) Neither a court foreclosure action nor lawsuit for money judgment shall be commenced, or any notice of foreclosure by advertisement be published, until ten (10) days have passed after mailing by ordinary mail, addressed to the delinquent Lot Owner at his/her last known address, and/or mailing to the representative designated in Article I 2(e), a written notice that one or more installments of the annual assessment against the pertinent home is or are delinquent. The Lot Owner/representative shall be informed that the Association may invoke any of its remedies if the default is not cured within ten (10) days after the date of mailing.
- (e) The written notice shall be accompanied by an affidavit of an authorized representative of the Association that sets forth the following: (i) The representative's capacity to make the affidavit; (ii) the statutory and other authority for the lien; (iii) the amount outstanding; (iv) the legal description of the home; and (v) the name(s) of the Lot Owner(s) of record.
- (f) The affidavit shall be recorded at the Register of Deeds of Oakland County prior to the commencement of any foreclosure proceeding. It need not have been recorded as of the date of mailing.
- (g) If the delinquency is not cured within ten (10) days, the Association may take such remedial action, which it elects, or is authorized under Michigan law. If the Association elects to foreclose the lien by advertisement, the Association shall notify the representative that he/she may request a court hearing by bringing suit against the Association.
- (h) The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, may be charged to the Lot Owner in default and shall be secured by the lien on his/her unit.
- (i) In the event that a Lot Owner defaults on any installment of the annual assessment, the Association shall have the right to declare all unpaid installments of the annual assessment for the fiscal year immediately due and payable. A Lot Owner in default shall not be entitled to vote at any Association meeting. His/her lot shall not be taken into consideration when determining the quorum requirements for such meetings, so long as such default continues.
- (j) In a court foreclosure actions, a receiver may be appointed to collect a reasonable rental for the home from the Lot Owner or any persons claiming under him/her. If the home is not occupied, the receiver may lease the home and collect and apply the rental to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative. They shall not preclude the Association from exercising other remedies as may be available from the law or in equity.

Upon the sale or conveyance of a home, all unpaid assessments against the home shall be paid out of the sale price, or by the purchaser before any other assessments or charges except the following:

- (a) Amounts due the State, or any subdivision of the State, or any municipality for taxes and special assessments due and unpaid on the home.
- (b) Payments due under a first mortgage which has priority.
- (c) A purchaser/grantee is entitled to a written statement from the Association stating the amount of unpaid assessments against the seller/grantor. The purchaser/grantee is not liable for, nor is the home conveyed subject to a lien for unpaid assessments against the seller/grantor for more than the amount set forth in the written statement. As

provided in the Act, unless the purchaser/grantee requests a written statement from the Association at least five (5) days before the sale, the purchaser/grantee shall be liable for unpaid assessments against the home with interest, costs and actual attorney fees incurred in the collection.

Unpaid sums assessed to a Lot Owner by the Association constitute a lien upon his/her home that is superior to all other liens, except tax liens on the home in favor of any State or Federal taxing authority and sums paid on a first mortgage of record. However, past due assessments which are evidenced by a notice of lien, recorded according to the Act, have priority over a subsequently recorded first mortgage. The lien upon each home owned by a Lot Owner shall be in the amount assessed against the home, plus a proportionate share of the total of all other unpaid assessments due on homes no longer owned by the Lot Owner, but which became due while the Lot Owner had title to the units. The lien may be foreclosed by court action or by advertisement by the Association on behalf of all other Lot Owners.

**Section 7. PROCEEDINGS AGAINST THE ASSOCIATION:** Any Lot Owner bringing an unsuccessful lawsuit against the association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Subdivision documents, may be charged by the Board of Directors for all expenses incurred by the Association,. Such expenses may be collected by the Association in the same manner as an assessment.

### **ARTICLE III ARBITRATION**

**Section 1.** Disputes, claims or grievances arising out of relating to the interpretation or application of the Subdivision documents, or any disputes, claims or grievances arising among or between Lot Owners or between Lot Owners and the Association shall, upon decision and written consent of the parties involved, including the Association, be submitted to arbitration. The parties involved shall accept the arbitrator's decision as final and binding, provided that no questions affecting the claim of title of any person to any fee or life estate in real estate is involved. The commercial Arbitration Rules of the American Arbitration Association shall be applicable to any such arbitration.

**Section 2.** In the absence of the decision and written consent of the parties to abide by arbitration, no Lot Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

**Section 3.** Election by Lot Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

## **ARTICLE IV INSURANCE**

The Association shall carry "all risk" property coverage and liability insurance, fidelity coverage and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common areas.

## **ARTICLE V RECONSTRUCTION OR REPAIR**

The Association shall be responsible for the reconstruction, repair and maintenance of the common areas any incidental damage to a home caused by the reconstruction, repair or maintenance of the common areas. An adequate reserve fund for replacement reconstruction and repair of the common areas must be established and must be funded by annual or semi-annual payments rather than by special assessments. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of required reconstruction or repair, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs are insufficient, assessments shall be made against all Lot Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Any excess proceeds of insurance shall belong to the Association.



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**Section 7. PROCEEDINGS AGAINST THE ASSOCIATION:** Any Lot Owner bringing an unsuccessful lawsuit against the association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Subdivision documents, may be charged by the Board of Directors for all expenses incurred by the Association,. Such expenses may be collected by the Association in the same manner as an assessment.

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The Association shall be responsible for the reconstruction, repair and maintenance of the common areas any incidental damage to a home caused by the reconstruction, repair or maintenance of the common areas. An adequate reserve fund for replacement reconstruction and repair of the common areas must be established and must be funded by annual or semi-annual payments rather than by special assessments. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of required reconstruction or repair, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs are insufficient, assessments shall be made against all Lot Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Any excess proceeds of insurance shall belong to the Association.

## **ARTICLE VI RESTRICTIONS**

The Restrictions were written based upon the Building and Use Restrictions contained within the CCR. If any conflict arises, the provisions of the CCR will supersede the By-Law Restrictions.

### **Section 1. USE OF LOT: Refer to Article IX, Section 9.01 of the CCR.**

- All Lots shall be used and occupied for single family residence only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house shall be designated and erected to be occupied by a single private family.
- A private attached garage for the sole use of the respective owner or occupant of the Lot upon which said garage is erected shall also be erected and maintained.
- No Lot shall be used as a road easement or road right-of-way.
- A family shall mean one person or group of two or more persons related by bonds of consanguinity, marriage or legal adoption, or as otherwise defined by the Township of Lyon Zoning Ordinance.
- Upon written request, the Association may permit reasonable exceptions to the restriction imposed by this section.

### **Section 2. ANIMALS: Refer to Article IX, Section 9.05 of the CCR.**

- No farm animals, livestock, or wild animals shall be kept, bred, or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes.
- Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his/her household so long as such pets shall have such care so as not to be objectionable, dangerous or offensive to others.
- No dog that barks and can be heard on any frequent or continuing basis shall be kept in any home or on the common areas.
- In no event shall more than two (2) dogs be kept or harbored on any Lot.
- No Pit Bulls, Rottweillers, or other aggressive dogs shall be allowed.
- All animals maintained on any Lot shall have such provisions and care so as not become offensive to neighbors or to the community on account of noise, odor, being dangerous or unsightliness.
- Any dog kept by a resident on his/her premises shall be kept on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. An Invisible Fence is an acceptable form of a dog run or pen.
- The Association may require that each Lot Owner be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such Lot Owner.
- The Association may, without liability to the owner, remove or cause to be removed any animal from the Subdivision which it determines to be in violation of the restrictions imposed by this section.

**Section 3. FENCES, WALLS, HEDGES, ETC.: . Refer to Article IX, Section 9.06 of the CCR.**

- No fence, wall or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Architectural Control Committee.
- No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections.
- All fences and walls are subject to Lyon Township review and approval.
- No chain link fence shall be permitted except for dog runs.
- No fence, wall or hedge shall be erected, grown or maintained in front of or along the front building line of a Lot or along the side of a Lot line.
- Fences may be approved for enclosing in-ground swimming pools in the rear yard.
- Dog runs must be directly attached to the rear of the building and not larger than 150 square feet; and be of suitable materials such as wood to match the house.
- No fences to enclose rear yards will be allowed.
- No fences of any kind are allowed in Preservation Easement #1.

**Section 4. EASEMENTS: Refer to Article IX, Section 9.07 of the CCR.**

(4.1) **General:** No buildings may be constructed or maintained over or on any easements; however, after the utilities have been installed, planting fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of the Building and Use Restrictions and do not interfere with, obstruct, hinder or impair the drainage plan of the subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities.

(4.2) **Preservation Easement #1:** This easement shall be established to preserve and maintain the existing trees within it and to maintain the area in a natural, wild and undisturbed state. Septic drainage systems shall be the only use permitted within Preservation Easement #1 other than the planting of trees. All structures are prohibited in this easement such as, but not limited to all swimming pools, above ground fences, swing sets, furniture, toys, sports equipment, decks, porches, planted lawns, and other artificial uses. It shall be strictly prohibited to remove or cause to remove all trees eight inches (8") in diameter or greater and the white pine tree line within this easement.

Owners of Lots 1-5 shall replace trees located in Preservation Easement #1 having a caliper of six (6) inches or greater (measured four (4) feet above grade level) that die or become diseased. Each dead or diseased tree shall be replaced with a tree of similar species. Deciduous replacement trees shall have a minimum caliper of three (3) inches, measured four (4) feet above grade level. Evergreen replacement trees shall be have a minimum height of eight (8) feet at the time of planting. Dead or diseased trees shall be replaced in the same of next growing season after the tree becomes dead or diseased. If a Lot owner fails to replace a tree within the time period, the Homeowners Association shall be responsible for achieving the required tree replacement within the next growing season using any legal means available to the Association.

(4.3) **Preservation Easement #2:** As recorded on final plat (on the rear 50' of Lots 6 – 35) shall be established to preserve and maintain the existing trees and to maintain the area in

its natural, wild and undisturbed state unless the use of this easement is necessary and used for septic purposes.

- (4.4) **Enforcement of Preservation Easements:** The Hidden Timbers Homeowners Association shall be responsible for and enforcement of the above deed restrictions. Hidden Timbers Homeowners Association and Lyon Township shall be granted an easement to reasonably enter upon, inspect and to enforce the deed restrictions of the Preservation Easements #1 and #2 using either civil law or criminal law which it may enact to enforce the deed restrictions.

**Section 5. STORM WATER RETENTION AREA & STORM WATER DRAINAGE SYSTEM: . Refer to Article IX, Section 9.07 (g) of the CCR.**

- The responsibility of any mowing and/or landscaping of the Storm Water Detention Area is that of the Association.
- Retention ponds in the development shall be for water storage and ornamental purposes only and shall not be used for swimming, bathing, wading, fishing, ice skating, or other purposes.

**Section 6. TEMPORARY STRUCTURES: Refer to Article IX, Section 9.08 of the CCR.**

- Trailers, tents, shacks, sheds, barns, or any temporary buildings of any description whatsoever are expressly prohibited.

**Section 7. LEASE RESTRICTIONS; Refer to Article IX, Section 9.10 of the CCR.**

- No owners of any Lot shall lease and/or sublet less than the whole dwelling of any Lot.
- A Lot Owner desiring to rent or lease a home for a period of longer than 30 consecutive days shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee.
- Tenants or non-Lot Owner occupants comply with all of the conditions of the Subdivision By-Laws and all leases and rental agreements shall so state and shall be in writing.
- If the Association determines that the tenant or non-Lot Owner occupant failed to comply with the conditions of the By-Laws, the Association shall take the following action:
  1. The association shall notify Lot Owner by certified mail of the alleged violation by the tenant.
  2. The Lot Owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  3. If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for both eviction against the tenant or non-Lot Owner occupant and simultaneously for money damages in the same action against the Lot Owner and tenant or non-Lot Owner occupant for breach of the conditions of the Association documents. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the Lot Owner liable for any damages to the general common

areas caused by the Lot Owner or tenant in connections with the home or subdivision.

**Section 8. LANDSCAPING: Refer to Article IX, Section 9.13 of the CCR.**

- Upon completion of a dwelling, the owner will have the Lot finish graded and seeded or sodded and suitably landscaped.
- Upon taking possession of the dwelling and the Lot, the Lot and the road right-of-way contiguous to each Lot, including landscaping and lawns, shall be maintained in a neat and orderly appearance by the owner at all times.

**Section 9. RUBBISH AND WASTE: Refer to Article IX, Section 9.15 (a) of the CCR.**

- No Lot shall be used or maintained as a dumping ground.
- Rubbish, trash, garbage, or other wastes shall be kept in sanitary containers properly concealed from public view.
- Garbage containers shall not be let at the road for more than Twenty-four (24) hours in any one week.

**Section 10. VEHICLE PARKING AND STORAGE: Refer to Article IX, Section 9.15 (b) of the CCR.**

- No house trailers, commercial vehicles, camping vehicles or camping trailers may be parked on or stored on any Lot unless stored in a fully enclosed garage.
- No inoperative vehicles of any type may be brought or stored upon the Subdivision premises either temporarily or permanently unless stored in a fully enclosed garage.
- Commercial vehicles and trucks, except pickup trucks, shall not be parked in the subdivision, or on any Lot therein, except while making normal deliveries or pickups in the normal course of business.
- One (1) unoccupied recreational vehicle may be temporarily (ten (10) days) parked or stored by a family occupying the residence, but it shall be parked or stored behind the front setback line in such a way as not to become offensive or unsightly to the immediate neighbors in the vicinity where it is parked or stored. This recreational vehicle shall not be permanently parked or stored on the premises.
- All automobiles shall be parked overnight in garages or driveways.

**Section 11. CLOTHES LINES: Refer to Article IX, Section 9.15 (c) of the CCR.**

- No clothes lines shall be allowed.

**Section 12. GRADE OF LOTS: Refer to Article IX, Section 9.15 (d) of the CCR.**

- The grade of any Lot or Lots in the subdivision may not be changed without the written consent of the Architectural Control Committee and approval by Lyon Township.
- This restriction is intended to prevent interference with the master drainage plans for the subdivision.

**Section 13. AIR CONDITIONING UNITS:** Refer to Article IX, Section 9.15 (e) & (f) of the CCR.

- No "through the wall" air conditioners may be installed on the front wall or in any front window of the building.
- Outside compressors for central air conditioning units shall be located in the rear yard and must be installed and maintained in such manner as to not create a nuisance to the residences of adjacent dwellings.

**Section 14. SWIMMING POOLS:** Refer to Article IX, Section 9.15 (g) of the CCR.

- No swimming pool may be built which is higher than one (1) foot above the existing Lot grade.
- No above ground swimming pools shall be erected or maintained on any Lot.

**Section 15. SATELLITE DISHES:** Refer to Article IX, Section 9.15 (i) of the CCR.

- No satellite dish, saucer, or similar device shall be placed, constructed, altered or maintained on any Lot unless sufficient screening from view can and will be maintained and the device is of minimum size as not to establish an eye sore.

**Section 16. APPEARANCE OF LOTS:** Refer to Article IX, Section 9.15 (j) of the CCR.

- It shall be the responsibility of each Lot Owner to prevent the occurrence of unclean, unsightly, or unkempt condition of buildings or grounds on each Owner's Lot.

**Section 17. FIREARMS:** Refer to Article IX, Section 9.15 (l) of the CCR.

- No Lot Owner shall use or permit the use by any occupant, agent, employee, invitee, guest, or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices anywhere on or about the premises.

**Section 18. SHEDS, ETC.** Refer to Article IX, Section 9.15 (m) of the CCR.

- Sheds, outbuildings, or detached garages are prohibited.

**Section 19. DECKS:** Refer to Article IX, Section 9.15 (n) of the CCR.

- Deck design and material must be approved by the Architectural Control Committee and Lyon Township.

**Section 20. RECREATIONAL VEHICLES:** Refer to Article IX, Section 9.15 (s) of the CCR.

- No trail bikes, motorcycles, snowmobiles, or other motorized recreational vehicles shall be operated in any drain easement, side-strip, Common Areas, or retention of the subdivision.

**Section 21. RECREATIONAL STRUCTURES: Refer to Article IX, Section 9.15 (t) of the CCR.**

- No swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks or other structures shall be constructed without the prior written approval of the Architectural Control Committee.
- The construction of any swimming pool or any other recreational structure which has been approved in writing by the Architectural Control Committee shall be constructed in accordance with the CCR and with all applicable local ordinances and/or state laws.

**Section 22. SIGNS: Refer to Article IX, Section 9.15 (v) in the CCR.**

- No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot with the exception of:
  - (1) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; or
  - (2) non-illuminated signs which are not more than two (2) square feet in area pertaining only to a garage sale conducted on the premises, which the garage sale and sign placement will not exceed four (4) days.

**Section 23. WETLANDS: . Refer to Article IX, Section 9.16 of the CCR.**

- The wetlands shall not be modified in any manner unless a permit for such modification has been issued by Lyon Township, the Michigan Department of Natural Resources, and any other governmental unit or agency having jurisdiction over the Property.
- No building, structure, filling, grading, dumping of grass clippings, or other improvement or development of any kind shall be permitted within a designated wetland area.
- The wetlands may only be used for passive recreational uses such as hiking and nature study.
- The Association is empowered to maintain wetlands, do repairs, and levy assessments for repairs against offending Lot Owners who have either filled or altered wetlands.

**Section 24. INTERSECTIONS: Refer to Article IX, Section 9.17 in the CCR.**

- A 25' clear area of unobstructed vision shall be maintained and kept clear of all structures and vegetation exceeding a height of 30" above the average street grade on the corner of each street intersection on Lots 1, 37, and 58.

**Section 25. TREES: Refer to Article IX, Section 9.18 of the CCR.**

- Trees that are eight (8) inches in caliper measured at four (4) feet above grade and over shall be maintained on the Lots, except that such trees may be removed if they interfere with the house, driveway, septic system, utilities, decks, grading of Lots,



twenty (20) foot clear zone around the house and reasonable open space in the rear and front of the house.

**Section 26. OFFENSIVE ACTIVITY:**

- No noxious, unlawful or offensive activity shall be carried on in any home or upon the common areas, nor shall anything be done which may be or become an annoyance or a nuisance to the Lot Owners, nor shall any unreasonably noisy activity be carried on in any home or on the common area.
- No Lot Owner shall do or permit anything to be done or keep or permit to be kept in his/her home or on the common areas anything that will increase the rate of insurance for the Association, and each Lot Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition, whether approved or not by the Association.

**Section 27. COMMON AREAS:**

- The common areas, shall not be used for storage or supplies, materials, personal property, or trash or refuse of any kind
- In general, no activity shall be carried on nor condition maintained by any Lot Owner, either in his/her home or upon the common areas, which spoils the appearance of the Subdivision.
- No bicycles, vehicles, chairs, or benches may be left unattended on or about the common areas.
- Reasonable regulations consistent with the Act, the CCR and these By-Laws concerning the use and enjoyment of the common areas may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments shall be furnished to all Lot Owners and shall become effective thirty (30) days after mailing or delivery to the designated voting representative of each Lot Owner. Any such regulations or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Lot Owners.
- No Lot Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common areas without written approval of the Board of Directors.
- No Lot Owner shall have "For Sale" signs placed at the entrance way to the subdivision or in the commons areas other than temporary "Open House" signs without written approval of the Board of Directors.

## ARTICLE VII AMENDMENTS

**Section 1.** Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the Lot Owners voting in person or by instrument in writing signed by them. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.

**Section 2.** These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of Lot Owners, and to keep these By-laws in compliance with the Act.

**Section 3.** These By-Laws may be amended by the Association, at any regular annual meeting or special meeting called for such purpose, by an affirmative majority vote of all Lot Owners.

**Section 4.** A copy of each amendment of these By-Laws shall be recorded in the Office of the Oakland County Register of Deeds and shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons irrespective of whether such persons actually received a copy of the amendment.

## ARTICLE VIII REMEDIES FOR DEFAULT

**Section 1. DEFAULT OF BY-LAWS:** Any default by a Lot Owner shall entitle the Association or another Lot Owner or Lot Owners to the following relief:

- (a) Failure to comply with any of the terms or provisions of the Subdivision documents shall be grounds for relief, which may include, without limitations, an action to recover sums due for damages, injunctive relief, foreclosure, of lien if default in payment of assessments, or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Lot Owner or Lot Owners.
- (b) In any proceedings arising because of alleged default by a Lot Owner, the Association, if successful, may recover the costs of the proceedings and such actual and reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court. In no event shall any Lot Owner be entitled to recover such attorneys' fees.
- (c) The violation of any of the provisions of the Subdivision documents shall also give the Association or its duly authorized agents the right to enter upon the **common areas**, where reasonably necessary, and summarily remove and abate, at the expense of the Lot Owner in violations, any structure, thing or conditions existing or maintained contrary to the provisions of the Subdivision documents. The Association shall have no liability to any Lot Owner arising out of the exercise of its removal and abatement power authorizes herein.
- (d) The violation of any of the provisions of the Subdivision documents by any Lot Owner shall be grounds for assessment by the Board of Directors of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice given to all Lot Owner in the same manner as prescribed in the Association By-Laws. Thereafter, fines may be

assessed only upon notice to the offending Lot Owner as prescribed in the Association By-Laws and after an opportunity for such con-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violations. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation, or One Hundred Dollars (\$100.00) for any subsequent violation.

- (e) A Lot Owner may maintain an action Against the Association and its officers and Directors to compel these persons to enforce the terms and provisions of the Subdivision documents. A Lot Owner may maintain an action against any other Lot Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of Subdivision documents.
- (f) The failure of the Association or of any Lot Owner to enforce any right, provision, covenant, or condition which may be granted by the Subdivision documents shall not constitute a waiver of the right of the Association or of any such Lot Owner to enforce such right, provision, covenant, or conditions in the future.
- (g) All rights, remedies and privileges granted to the Association and its Lot Owner(s) by the aforesaid Subdivision documents shall be deemed to be cumulative, and exercise of any one or more shall not be deemed to constitute an election of any one. This shall not preclude the party from exercising other additional rights, remedies or privileges as may be available by law.

## **ARTICLE IX SEVERABILITY**

In the event that any of the terms, provisions or covenants of these By-Laws or the Subdivision documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Version #	Date Received	Initials	Date Changed	Description
1.0	10/4/99	LAK	10/4/99	Proposed By-Laws
1.0	10/4/99	LAK	10/5/99	Approved By-Laws: The HiddenTimbers Homeowner Association Subdivision By-Laws were approved <i>with changes</i> by the HiddenTimbers Homeowner Association membership at the First Annual Meeting on October 4, 1999.

*Proposed*  
**HIDDEN TIMBERS  
HOMEOWNERS ASSOCIATION  
BY-LAWS**

**ARTICLE I  
ADOPTION OF SUBDIVISION BY-LAWS**

The By-Laws of a subdivision (hereinafter known as the Hidden Timbers Subdivision By-Laws), as attached to the Declaration of Covenants, Conditions, and Restrictions and recorded in Liber 247, Pages 1 through 3, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the By-Laws of this Association.

**ARTICLE II  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Hidden Timbers Homeowners Association

**Section 2.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Lot Owners.

**Section 3.** "Lot 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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 4.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**Section 5.** "Subdivision" shall mean and refer to the entire Hidden Timbers Community.

**Section 6.** "Subdivision By-laws" shall mean and refer to the Hidden Timbers Subdivision By-laws.

**Section 7.** "Association By-laws" shall mean and refer to the Hidden Timbers Homeowners Association By-laws.

**Section 8.** "CCR" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for the Hidden Timbers Subdivision.

**Section 9.** "HTHA" shall mean and refer to the Hidden Timbers Homeowners Association.

**Section 10.** "HTHACSDA" shall mean and refer to the Hidden Timbers Homeowners Association Community Septic Disposal Association.

**ARTICLE III  
ASSOCIATION MEETINGS**

**Section 1. GENERAL MEETINGS:** At least two (2) meetings of the Association shall be held yearly at a suitable place convenient to the Lot Owners and may be designated by the Board of Directors. Voting shall be as provided in the Subdivision By-Laws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation, Association By-Laws, or State of Michigan law.

**Section 2. ANNUAL MEETINGS:** The annual meetings of the Association members shall be held in the month of **October** each year. At such meetings, the Lot Owners shall elect, by ballot, a Board of Directors in accordance with the requirement of Article III of these By-Laws. The Lot Owners may also transact at annual meetings, other business of the Association as may properly come before them.

**Section 3. SPECIAL MEETINGS:** It shall be the duty of the President to call a special meeting of the Lot Owners as directed by resolution of the Board of Directors, or upon a petition signed by one-third (1/3) of the Lot Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time, the place and the purpose of such meeting. No business shall be transacted at a special meeting unless the subject matter has been stated in the notice.

**Section 4. SPECIAL MEETING NOTICES:** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to notify each Lot Owner of each annual or special meeting, stating the purpose, the time and the place where it is to be held. The notice shall be served at least ten (10) days but not more than sixty (60) days prior to such a meeting. The pre-paid postage mailing of a notice to the representative of each Lot Owner at the address shown in the notice required to be filed with the Association by Article 1, Section 2.2 (c) of the Subdivision By-Laws shall be deemed notice served. Any member may, by signing a waiver, waive the notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

**Section 5. QUORUM:** If any meeting of Lot Owners cannot be held because a quorum is not in attendance, the Lot Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

*Proposed*

**Section 6. - ORDER OF BUSINESS:** The order of business at all meetings of the members shall be as follows:

- a) Call to order by President
- b) Proof of notice
- c) Written roll call
- d) Approval of minutes of last annual meeting or meeting occurring since the last annual meeting
- e) The President's report
- f) The Treasurer's report
- g) Elections (annual meeting only)
- h) Reports by Chairpersons of the Committees
- i) Old business
- j) New business
- k) Adjournment

**ARTICLE IV  
BOARD OF DIRECTORS**

**Section 1. DESCRIPTION AND TERM:** The Board of Directors shall be composed of five (5) persons: a President, Vice President, Treasurer, Secretary, and Member-at-Large. Three (3) or two (2) directors shall be elected at the annual meeting each year for terms of two (2) years each.

**Section 2. VACANCIES:** Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association, shall be filled by a majority vote of the remaining directors. Each person so elected, shall be a director until a successor is elected at the next annual meeting of the Association.

**Section 3. REMOVAL:** At any duly called regular or special Association meeting any one or more of the directors may be removed with or without cause, by a majority of the Lot Owners. A successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Lot Owners shall be given an opportunity to be heard at the meeting.

**Section 4. DUTIES:**

- 4.1 The affairs of the Association shall be governed by a Board of Directors, all of whom must be members of the Association.
- 4.2 The Board of Directors shall have the powers and duties set forth in the Subdivision By-Laws.
- 4.3 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 determined by the Directors at the meeting at which such directors were elected. No notice shall be necessary to the

*Proposed*

newly elected directors in order to legally constitute such meeting, providing a majority of the whole board shall be present.

- 4.4 Regular meetings of the Board of Directors may be held at such times and places as shall be determined by a majority of the directors. At least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for the meeting.
- 4.5 Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by mail, telephone or telegraph. The notice shall state the time, place 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, upon the written request of one director.
- 4.6 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 meetings of the Board shall be deemed a waiver of notice by him/her of the time and place. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 4.7 At all Board of Directors' meetings, a majority shall constitute a quorum for all transaction of business, and the acts of a majority shall be the acts of the Board of Directors. If, at any Board of Directors' meeting, there be less than a quorum present, the majority of those present may adjourn the meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice. The joinder of the director in the action of the meeting by signing a concurring in the minutes, shall constitute the presence of such Director for purposes of determining a quorum.
- 4.8 The Board of Directors shall require that all officers and employees handling or responsible for Association funds, furnish adequate fidelity bonds. The premiums on such bonds shall be administrative expenses.



## **ARTICLE V OFFICERS**

**Section 1. DESCRIPTION & TERM:** The principal officers of the Association shall be a President, a Vice President, Secretary, and a Treasurer, who shall be chosen from the Board. The Directors may appoint an assistant Treasurer, and an assistant Secretary, and other officers as may be necessary. Any two offices except that of President and Secretary may be held by one person. The Association's officers shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

**Section 2. REMOVAL:** Upon affirmative vote of a majority of the Board of Directors, any officer may be removed either with or without cause and his/her successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such a purpose.

**Section 3. PRESIDENT:** The President shall be the chief executive officer of the Association. He/she shall preside at all Association meetings and those of the board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of the Association President. This shall include, but not be limited to, the power to appoint committees from among the Association members as he/she may deem appropriate to assist in the conduct of the Association's affairs. The President shall appoint the Architectural Controls Committee as provided in the CCR.

**Section 4. VICE PRESIDENT:** The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the board to act on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him/her by the Board of Directors.

**Section 5. SECRETARY:** The Secretary shall keep the minutes of the Board of Directors' meetings and the minutes of all Association meetings. He/she shall have charge of the books and papers as the Board of Directors may direct; and shall, in general perform all duties which pertain to the office of the Secretary, including sending of notices of special and/or Annual Meetings of the Association, and handling all official correspondence.

**Section 6. TREASURER:** The Treasurer shall have responsibility for Association 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/she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors. In addition, the Treasurer will secure an annual review of the financial record of the Association and provide a written Treasurer report for the Annual Meeting.

**Section 7. GENERAL DUTIES OF OFFICERS:** The officers shall have such other duties, powers and responsibilities as shall be authorized by the Board of Directors.

*Proposed*  
**ARTICLE VI**  
**COMMITTEES**

**Section 1. - STANDARDS OF OPERATION**

- Committees are to be formed annually.
- Once a Committee is formed, the position of Chairperson shall be filled on a voluntary basis and if there are no volunteers, that position shall be nominated and voted on by the membership.
- Committees are to be reinstated annually with no restrictions as to how long a person may continue to be on a Committee or how many Committees a person can be on.
- Each Committee will submit the name and telephone number of the Chairperson to the Board of Directors within one month of forming the Committee.
- Each Committee shall submit a proposed annual operating budget within thirty (30) days of being formed and report at all Association or Board of Directors meetings.
- Officers of the Association may not serve as Chairpersons on any Committee. The purpose of this restriction is to spread the responsibility of the Association among the membership.

**ARTICLE VII**  
**FINANCE**

**Section 1. FINANCIAL AFFAIRS:** The finances of the Association shall be handled in accordance with the Subdivision By-Laws.

**Section 2. FISCAL YEAR:** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

**Section 3. HANDLING OF FUNDS:** The Association's funds shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of officers, employees or agents which are designated by resolution of the Board of Directors.

**Section 4. AUTHORIZATION FOR FUND EXPENDITURES:** The Board of Directors and the President are authorized to expend funds of the Association not to exceed One Thousand Dollars (\$1000) for any Association project or purpose without approval of the membership; provided, however, that the Board of Directors may at no time obligate the Association in excess of fund on hand in its Treasury.

**ARTICLE VIII  
AMENDMENTS**

**Section 1.** These Hidden Timbers Homeowners Association By-Laws (but not the Subdivision By-Laws) may be amended by the Association at a duly constituted meeting for such purpose, by the affirmative vote of a simple majority.

**Section 2.** Amendments to these By-Laws may be proposed by the board of Directors acting upon the vote of the majority of the directors, or by one-third (1/3) or more in number of the Association members, either by a meeting as members, or by a instrument in writing and signed by them.

**Section 3.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provision of Article III of these By-Laws.