

ByLaws Of Montevallo Homeowners Association

Article I

Name of Organization

- 1.01 The Association shall be known as the Montevallo Homeowners Association.

Article II

Definitions

- 2.01 "Association" shall mean and refer to Montevallo Homeowners Association, its successors and assigns.
- 2.02 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 2.03 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners as described in the Declaration of Covenants, Conditions and Restrictions.
- 2.04 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
- 2.05 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the title/record simple title to any Lot which is apart of the Properties, including contract sellers, but excluding those having such interest merely as security *for* the performance of an obligation.

Article III

Association

- 3.01 Creation of Association. Montevallo Homeowners Association is a non-stock, non-profit membership corporation which has been organized under the laws of the State of Michigan for the purposes of interpreting, applying, administering, developing, and enforcing covenants, restrictions, conditions, liens, and charges contained in the Declaration.
- 3.02 Membership. Every person or entity who is a record/title owner shall be considered a member of the Association. This is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
- 3.03 Voting Rights. Every member shall be entitled to one vote per voting matter submitted. However, where applicable, when the title to a lot is owned by more than one person, such co-owners, acting jointly, shall determine who exercises the vote, and under no circumstances shall any one lot be entitled to more than one vote.
- 3.04 Voting of Members. Each election of officers and all voting matters shall have written ballots mailed to all members unless the ballot is shared by a co-owner of a given lot (ballots are limited to one per lot) at least two weeks prior to any designated voting meeting. Ballots can be submitted in person at the designated meeting or via U.S. Mail. When submitted via U.S. Mail ballots must be post marked at least 3 days prior to the voting meeting date and received in a reasonable amount of time in order to be considered. All

ballots will require the signature of the voting member for verification purposes only, and will only be used for such validation according to each lot.

- 3.05 Quorum. At any duly called meeting of the Association, the presence of members or of proxy ballots to cast 30% shall constitute a Quorum.
- 3.06 Majority. At any duly called meeting of the Association having a Quorum, the majority of such Quorum shall decide any matter in question or matter presented before the Association for a vote. No new matters will be voted upon.
- 3.07 Counting of Ballots. At any duly called meeting of the Association where a vote is taken two volunteers from the audience along with one sitting board member shall tally the votes and report the results. Voting that results in a tie will require a run-off to be held within 30 days following the election in question, and will take place in the same manner as the standard election with written and in person ballots.

Article IV

Meeting of Members

- 4.01 Annual Meeting. The annual meeting of the Members of the Association shall be held on the 2nd Thursday of September. All meetings will be held in Monroe County, Michigan unless otherwise required to properly serve the purposes of the meeting. The Board of Directors may change the meeting place and/or time as such events as State or Federal Holidays, natural disasters, availability of reserved meeting place or other such event(s) may require. Such changes should be made in a written notice mailed to all members at least ten (10) days prior to such annual meeting. Any member may request waiver from meeting notification by submitting a written request to the Board Secretary at least ten (10) days prior to the issuance of meeting notice. The order of business at the annual meeting shall be as follows:
 - 1. Calling meeting to order.
 - 2. Proof of notice of meeting or waiver of notice.
 - 3. Reading of minutes of last annual meeting.
 - 4. Reports of officers.
 - 5. Reports of committees.
 - 6. Election of officers, if applicable.
 - 7. Unfinished business.
 - 8. New business as submitted properly in writing to the Board of Directory at least ten (10) days prior to the meeting.
- 4.02 Special Meetings. Special meetings of the members may be called for any purpose by the President, a majority of the Board of Directors, or by written request of ¼ of the votes of the Association. Business transacted at all special meetings shall be confined to that of the stated purposes or by written agenda for that meeting.

Article V

Board of Directors

- 5.01 Officers. The Board of Directors shall be made up of seven members with the following designations. President (1), Vice-President (1), Treasurer (1), Secretary (1), and Representative (3).
- 5.02 Nomination. Nominations for the election of the Board of Directors shall be made by a nominating committee, by a participating member in writing submitted to the acting Board

of Directors, or from the floor of a called meeting. Nominations must be submitted by the end of the month of July for that given year. All nominations will then be notified and upon acceptance of the nomination will be included in the August notification to the members for consideration in the election at the annual meeting.

- 5.03 Qualifications and Tenure. The qualifications for the Board require that the individual be a active member of the Association. All Board members shall serve a term of two years at the conclusion of which the term will be over and election for vacant post held. Newly elected officers will take office 30 days after election results are certified by the Board. The offices will be staggered with an election being held each year. The Vice-President, Secretary, and two of the Representative positions will be the first to vacate and be open for nominations with the President, Treasurer, and remaining Representative positions open the following year.
- 5.04 Removal. Any officer can be removed from office at any time by the affirmative vote of the majority of the Board of Directors at any meeting called for such purpose. This shall be the sole discretion of the Board including (but not limited to) nonfeasance, malfeasance, or misfeasance, for conduct detrimental to the interests of the Association, for lack of sympathy with its objects, or for refusal or inability to render assistance in carrying out its purposes. Such removal shall be effected by written notice given by U.S. Mail or by hand delivery to such officer.
- 5.05 Vacancies. In the unfortunate event that a vacancy opens up but not limited to the following reasons death, termination of membership in the Association, resignation, or removal, the Board shall appoint a successor to fulfill the remainder of the office term.
- 5.06 Compensation. No Board member shall be compensated for their services on the Board, but may be reimbursed for their actual expenses incurred in the performance of their duties.
- 5.07 Expenditures. The Board shall be authorized to spend monies from the budget up to \$300 per incident and limited to \$1000 during any given budget year without requiring a vote of the Association in order to cover random miscellaneous expenses that may occur.
- 5.08 Effect of Non-Compliance. In addition to membership dues the Board shall have the right to levy fines for issues of non-compliance. For all issues of non-compliance the Board will send notification to the property owner by US Mail or in person informing them of the issue and stating the necessary action required to resolve the stated issue. If the property owner fails to comply within 30 days of notification, or is unable to provide evidence of due diligence to comply a fine of \$100 will be issued per incident. All fines, assessments, and other charges including membership dues not paid within 30 days of notification or the otherwise indicated due date, will be charged interest in the maximum amount allowed by Michigan Law, and may result in a lien against the deed, mortgage, or trust placed on the property until which time that the amount is paid in full.
- 5.09 Complaints. Complaints of violations of the Declaration of Covenants, Conditions, and Restrictions should be made to the Board in writing and submitted via US Mail to P.O. Box 512, Lambertville, MI 48144. Complaints will not be taken over the phone or in person unless presented at an official Board meeting with the stated specific purpose of hearing of complaints or an otherwise open format. Upon receiving the complaint the Board will take the appropriate action.
- 5.10 Appeal Process. Owners who wish to appeal a fine may do so by providing a written notice of their intent to appeal to the Board, together with the actual payment of the fine. Failure to pay the assessed fine will result in a waiver of the right to appeal. If the appealing party is successful the fine monies previously deposited shall be refunded in full. Said notice of appeal shall be filed within 30 days following the receipt of the notice of violation, and the appeal presented to the Board at the next regularly scheduled meeting of the Board.

Assent to Adoption of Code of Regulations/Bylaws

Upon majority vote of the homeowners and recognition by the Montevallo Homeowners Association Board of Directors, we, the undersigned, being incorporators and Board Members of the Montevallo Homeowners Association, a non-profit corporation organized under the laws of the State of Michigan, do hereby assent in the writing to the adoption of the Code of Regulations/Bylaws hereinbefore set forth, for the government of this corporation.

Name _____

Title _____

_____ Date

Name _____

Title _____

_____ Date

Name _____

Title _____

_____ Date

Name _____

Title _____

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