

Lexington Place Property Owners Association, Inc.

By-Laws

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Lexington Place Property Owners Association, Inc.

By-Laws

ARTICLE I – NAME AND LOCATION

Section 1.01 **Name and Location.** The name of the corporation is Lexington Place Property Owners Association, Inc. (the “Association”), a Georgia non-profit corporation. The mailing address of the corporation is 471 Freedom Trail in Lexington Place, Glynn County, Georgia, but meetings of Members and Directors may be held at such places within the State of Georgia as may be designated by the Board of Directors.

ARTICLE II – OBJECTIVE AND DEFINITIONS

Section 2.01 **Purposes.** The specific purposes for which the Association is formed are: (1) to provide for the maintenance, preservation and control of the Common Area which is part of the real property located in Glynn County, Georgia (the “Property”), which has been submitted as the Declaration of Covenants and Restrictions for Lexington Place, Brunswick, Georgia,

Phase I dated 24 January 2002, and recorded on 28 January 2002

Phase II dated 1 March 2005, and recorded on 1 April 2005

Phase III dated 21 June 2007 and recorded on 21 June 2007

in the Office of the Clerk of Superior court of Glynn County (the “Declarations”); and (ii) to promote the health, safety and welfare of the Property Owners within Lexington Place.

Section 2.02 **Assent.** All present and future Owners, their families, present or future tenants, and their guests and invitees and any other person using the facilities of Lexington Place in any manner are subject to the Lexington Place Documents, including these Bylaws. The mere acquisition or rental of any Lots in Lexington Place or the mere act of occupancy of one of the Lots shall constitute ratification and acceptance of these Bylaws.

Section 2.03 **Definitions.** The defined terms used in these Bylaws shall have the same meanings as those terms listed in the Declaration.

ARTICLE III – MEMBERSHIP

Section 3.01 **Membership.** Every Owner, by virtue of being an Owner and for as long as he is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. No Owner, whether one or more persons, shall have more than one membership per Lot owned, but all of the persons owning each Lot shall be entitled to rights of membership and of use and enjoyment appurtenant to such ownership.

Section 3.02 **Voting Rights.** Every Owner shall be entitled to one vote for each lot owned. Owners who purchase 2 or more adjoining lots and legally combine them into one lot shall be entitled to one vote.

ARTICLE IV – ASSOCIATION MEETING, QUORUM, VOTING AND PROXIES

Section 4.01 **Membership.** The Association membership shall consist of property owners.

Section 4.02 **Place of Meetings.** Meetings of the Association shall be held at such suitable place convenient to the Voting Members as may be designated by the Board of directors either within the Properties or as convenient thereto as possible and practical.

Section 4.03 **Annual Meeting.** The annual meeting of the Association shall be held on the first Thursday of October of each year.

Section 4.04 **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, 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.

Section 4.05 **Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Association shall be delivered, by e-mail or by US Mail (if other option is not available) to each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meetings, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

If e-mailed, the notice of the meeting shall be deemed to be delivered when sent addressed to the Member at his e-mail address at it last appeared on the records of the Association.

Section 4.06 **Waiver of Notice.** Waiver of notice of the meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meetings. Attendance at a meeting by a voting member shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling, or convening of the meeting at which proper notice was not given, is raised before the business is put to a vote.

Section 4.07 **Voting.** Members may vote in person or by absentee ballot.

Section 4.08 **Absentee Voting.** Absentee ballots will be mailed with the notice of any Association meeting. In order to be counted as to a quorum and voting, absentee ballots must be received at the Association office prior to the start of any Association meeting.

Section 4.09 **Marjority.** As used in these Bylaws, the majority shall mean Members totaling at least fifty one percent (51%) of the total number of member votes.

Section 4.10 **Quorum.** A quorum at all meetings of the Association shall constitute members in person or votes actually cast by absentee ballot that represent fifteen percent (15%) of the votes in the Association. Members established 30 days prior to an Association meeting will be counted as to what constitutes a quorum.

Section 4.11 **Adjournment of Meetings.** If a quorum is not present or represented, the meeting may be adjourned to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. The members present at any properly announced second meeting shall constitute a quorum at such meeting.

Section 4.12 **Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat. Upon calling the meeting to order the President will determine if quorum is reached. Minutes of all meetings will be available on the Association website.

Section 4.13 **Action Without a Meeting.** Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

ARTICLE V – BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01 **Number of Directors.** A board of seven Directors who shall be elected as provided under Section 5.03 herein below shall manage the affairs of the Association and shall be known as the Board of Directors.

Section 5.02 **Nominating Committee.** A nominating Committee consisting of a chairman, who shall be a Member-at-large of the Board of Directors and two or more Members of the Association, shall make nominations for election to specific positions on the Board of directors. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine but not less than the number of vacancies or terms to be filled by vote of the members. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 5.03 **Election of Directors.** Directors shall be elected as follows:

(a) **Election procedure.** At each annual meeting of the Members, Directors shall be elected. The final vote count of the election shall be available to the Members.

(b) **Terms of Office.** At the first annual meeting of the Association, the Members shall elect Directors to fill all positions of the Board. The original five (5) Directors so elected shall, by drawing lots, designate that two (2) of the Directors so elected shall serve for a term of one (1) year, while the remaining three (3) Directors shall serve for a term of two (2) years. At each annual meeting thereafter, the Members shall elect two (2) or three (3) Directors respectively, for a term of two (2) years, to succeed those directors whose terms have expired.

The Secretary and Treasurer shall, by drawing lots, designate that one of these positions shall serve for a term of one (1) year, while the remaining position shall serve for two (2) years. At each annual meeting thereafter the Members shall elect one (1) of these positions for a term of two (2) years.

At the expiration of a board members term, a successor shall be elected to serve a two (2) year term. Each Director shall hold office until such Director has been re- elected or the Association shall have elected their successor.

Consecutive term limit restrictions removed by unanimous vote 9/25/21.

Section 5.04 **Voting Procedure for Directors.** Members of the Association may cast as many votes as they are entitled to exercise under the provisions of Article III above in respect to each vacancy. Voting for Directors shall be by secret written ballot.

Section 5.05 **Removal of Directors; Vacancies.** Directors may be removed and vacancies on the Board may be filled as follows:

(a) **By the Members.** Any Director may be removed, with or without cause, at any regular or special meeting of the Members. A Director whose removal is proposed by the Members shall be given at least ten (10) days' notice of the date and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(b) **By the Board.** Any Director who has three consecutive unexcused absences from Board meetings or who is delinquent in payment of any Assessment for more than thirty (30) days may be removed by a majority vote of the Directors present at a regular or special meeting at which a quorum is present. A vacancy may be declared by the Board, and it may appoint a successor. In the event of the death, disability or resignation of a Director, the Board may declare a vacancy, and it may appoint a successor to complete the remaining of the current fiscal year. At the next annual meeting of the membership, an election for this Director's position will be held as outlined in Section 5.03. The elected Director will finish out the original Director's term.

Section 5.06 **Compensation.** No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

Repealed by a unanimous vote of Directors on September 12, 2018

Section 5.07 **Action Taken Without a Meeting.** The Directors shall have the right to take any action that they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. Any actions taken will be reported at the subsequent general meeting.

ARTICLE VI – MEETINGS OF DIRECTORS

Section 6.01 **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board.

Section 6.02 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days' notice to each Director.

Section 6.03 **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.04 **Waiver of Notice.** The transactions of any meetings of the Board of Directors, however called and notice of wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 6.05 **Electronic Participation.** One or more Directors may participate in any regular or special meeting of the Board by electronic participation and those Directors so participating shall be counted for quorum purposes.

ARTICLE VII – POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 7.01 **General.** The Board of Directors shall govern the Association. The Board of Directors may do all such acts and things as are not by law or by the Articles of Incorporation, these Bylaws or the Declaration directed to be exercised or done by the Members.

Section 7.02 **Specific Powers and Duties.** Without limiting the generality of powers and duties set forth in Section 7.01 above, the Board of directors shall be empowered and have the powers and duties as follows:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of Lexington Place, with the right to amend same from time to time. A copy of such rules and regulations shall be delivered to or e-mailed or mailed (in the

absence of e-mail) to each Member promptly after adoption. A copy will also be made available on the Association website. A hard copy of the By-Laws and Amendments will be kept with the Secretary which shall be open to inspection by all the Association Members at all reasonable times.

(c) To keep in good order, condition and repair all the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration.

(d) To insure and keep insured all the insurable property contained in the Common Area and to maintain casualty and other insurance, all as required by the Declaration.

(e) To fix, determine, levy and collect the prorated annual Assessments to be paid by each of the Members towards the gross expenses of Lexington Place, and to adjust, decrease or increase the amount of the Assessments. Any such changes in assessments will be an item for discussion at the Annual Meeting.

(f) To levy and collect special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special Assessments shall be in statement form and shall set forth in detail the various expenses for which the Assessment is being made.

(g) To levy and collect default Assessments for violation of the Lexington Place Documents or because the Association has incurred an expense on behalf of a Member under the Lexington Place Documents.

(h) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; to enforce a late charge of not less than \$100 in connection with any Assessments remaining unpaid more than thirty (30) days from the due date for payment; to collect interest monthly on unpaid Assessments in accordance with Section IX. 1 of the Declaration; and to exercise other remedies for delinquent Assessments as set forth in the Declaration.

(i) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board shall not borrow more than \$50,000 or cause the Association to be indebted for more than \$50,000 at any one time without the prior approval of a majority of votes of the membership.

(j) To enter into contracts within the scope of their duties and powers.

(k) To establish a bank account for the operating account of the Association and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(l) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members or their Mortgagee at convenient weekday business hours.

(m) To cause any and all access roads, parking areas and driveways in and to Lexington Place and across the Property to be maintained.

(n) To cause the maintenance of the lawn, trees, shrubs and other vegetation, and the sprinkler and other irrigation systems located on the Common Areas for benefit of the Members.

(o) To assist the Architectural Review Board (the "ARB") in the performance of its functions.

Section 7.03 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles shall be employed.

(b) Accounting and controls should conform to established AICPA guidelines and principles. A segregation of accounting duties should be maintained. Cash disbursements shall be limited to amounts of \$25 and under.

(c) No remuneration shall be accepted by the Board of Directors from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise, or anything of value that shall benefit the Association.

(d) Any financial or other interest which a Member of the Board of Directors may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(e) Financial reports shall be prepared for the Board of Directors containing:

(i) An income statement reflecting all income and expense activity.

(ii) An account activity statement reflecting all receipt and disbursement activity; and

(iii) A delinquency report listing all Owners who have been delinquent in paying of Assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such installments that remain delinquent.

(f) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed to the Members. At the written request of an Owner or First Mortgagee, such statements shall be audited at their expense. Any such audited statements shall be delivered to any owner requesting the report and to the Association upon payment of a reasonable fee for copying.

(g) An account status report reflecting the status of all accounts in an "actual" versus "approved" budget format with a budget report reflecting any actual or pending obligations that are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category shall be prepared for the Board periodically and will be available to all Members on an annual basis.

Section 7.04 Hearing Procedure. The Board shall not impose a fine (see attached Addendum A), suspend voting rights or suspend any rights of a Member for violations of rules and

regulations or of the provisions of the Lexington Place Documents unless and until the following procedure is followed:

First Notice: A courtesy letter citing the specific violation(s) and requesting correction of said violation(s) within ten (10) days.

Second Notice: A letter sent requesting the homeowner to appear at a hearing before the Board of Directors to address the cited violation(s). The letter will identify the nature of the violation(s), date, time, and location of the hearing. If the homeowner fails to appear at the hearing or provide written evidence on his or her behalf, a monetary penalty will then be imposed against the homeowner. The Board of Directors will notify the homeowner in writing of its decision.

Continuing

Violations: The Board of Directors may impose a continuing penalty, assessed on a weekly basis of \$25 without additional notice or hearing, until the infraction or violation has been remedied. (A continuing violation is a violation of an ongoing nature which has not been corrected in a timely manner.)

Repeat

Violations: Hearing Letter to Homeowner. (A repeat violation occurs when a homeowner violates the same provision of the Association's governing document more than once and has already been given the appropriate warnings and hearing.) A repeated violation will result in an immediate doubling of fines as listed above.

There may be repeat, continuing violations, in which case fines (which have been previously doubled) will be assessed on a weekly basis until the violation is corrected. In cases where fines were not paid from a property owner after they were imposed, they will be added to the property owners association annual dues for collection.

(c) **Hearing.** The hearing shall be held pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. Written or oral evidence may be presented. The presenting party shall provide copies of any written evidence to the other party or parties. The decision of the Board shall be final.

(d) **Appeal.** The Board may, in its discretion, appoint a Hearing Committee to hear the matter. In such event, the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Board by written notice to the Hearing Committee, the other party and the Board.

The Board shall consider the minutes of the hearing and report the decision of the Board within a reasonable period of time not exceeding ninety (90) days, after receipt of the notice. The decision of the Board shall be final.

These procedures shall not be necessary in order to impose any sanction or penalty for non-payment of a delinquent Assessment. The ARB shall employ the above procedures before ordering modification or removal of any Improvement erected without its property consent. Owners shall follow the above procedure in contesting a decision of the ARB, except that instead of employing Subparagraph (a), the aggrieved Owner shall proceed to Subparagraph (b), and the Owner shall give the ARB and the Board notice of the decision appealed from, including a copy of the decision. The Board shall then give the notice of hearing consistent with Subsection 7.05 (b) (i), (ii), (iii) and (iv) above, and the Board shall consider appeals regarding such matters in the manner set forth above.

ARTICLE VIII – OFFICERS AND THEIR DUTIES

Section 8.01 **Enumeration of Officers.** The officers of the Association shall be a President, Vice President, Secretary, Treasurer, and Member-at-Large who shall at all times be Members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 8.02 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 8.03 **Term.** The officers of the Association shall be elected annually by the Board, and each shall hold office for two (2) years unless they shall resign sooner or shall be removed or otherwise disqualified to serve.

Section 8.04 **Special Appointments.** The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 8.05 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the fiscal year.

Section 8.07 **Multiple Offices.** No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 8.04 above.

Section 8.08 **Duties.** The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, promissory notes, mortgages, deeds and other written instruments. The President shall also be empowered to co-sign checks when necessary.

(b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of them by the Board. The Vice President shall also be empowered to co-sign checks when necessary.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; and shall prepare an annual budget and the financial statements provided for by Section 7.04 above; and deliver or make copies available of each to the Members.

(e) **Member-at-Large.** A Member-at-Large shall act in the place and stead of the Treasurer in their absence, inability, or refusal to act. One of the Members-at-Large will chair the Nominating Committee.

ARTICLE IX – COMMITTEES

Section 9.01 **General.** The Board of Directors may establish committees to perform tasks and appoint members of the Association to serve for such periods as may be designated by the resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such committees shall perform duties and have powers as directed by the Board of Directors. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 9.02 **Architectural Review Committee.** The Board of Directors shall appoint an Architectural Review Committee in accordance with the provision of Sections III and IV of the Declaration.

Section 9.03 **Committee Enforcement Authority.** Committees shall have the authority to issue notice to members of the Association upon violation of any rule, covenant, bylaw or policy enacted by the Board of Directors that falls within the scope of that committee as outlined in Section 7.05 of these Bylaws.

ARTICLE X – INDEMNIFICATION

Section 10.01 **Indemnification.** The Association shall indemnify every Director, officer, and appointed committee member or former Director, officer, and appointed committee member, and their respective successors, personal representatives and heirs against all loss, costs and expenses, including counsel fees reasonably incurred by such person in connection with any action, suit or proceeding to which such person may be made a party by reason of such person's being or having been a Director or officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of such person's duty to the Association. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person's duties as such Director or officer. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense.

ARTICLE XI – AMENDMENTS

Section 11.01 **Amendments.** These Bylaws may be amended at a regular or special meeting of the Board by a vote of a majority of the Board of Directors. However, amendment of Article V or XI or any portion of those Articles shall require approval of all Directors.

ARTICLE XII – MISCELLANEOUS

Section 12.01 **Fiscal Year.** The fiscal year of the Association shall begin the first day of January and end on the 31st day of December of each year.

Section 12.02 **Conflicts of Documents.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we being all the Directors of Lexington Place Property Owners Association, Inc. have hereunto set our hands this 14th day of April, 2013.

Randy Luukkonen, President
Steven Clark, Vice-President
Tom King, Treasurer
Martha French, Secretary

Bill Mullaney, Member-at-Large
Ronnie Austin, Member-at-Large
Tim Wilson, Member-at-Large

Addendum "A"

Lexington Place Property Owners Association Fine Schedule & Enforcement Policy

The Board of Directors is authorized to enforce compliance in regards to policies enacted in accordance with Lexington Place By-Laws and Covenants of Phase I, II, and III by assessing monetary penalties against owners, their guests, family and renters who are in violation of said policies. The primary objective for the board of Directors is **policy compliance**.

Below is the Enforcement and Fine Schedule for Lexington Place Community. Further definitions for each article and corresponding section can be located in the Covenants per each Phase, which is also located on the Lexington Place website.

Schedule of Fines Article III Use of Land

Section 6.	Garage/Vehicle Storage	\$25.00
Section 7.	Hidden Court Service	\$25.00
Section 8.	Fences and Walls	\$50.00
Section 10.	Traffic Hazards	\$25.00
Section 11.	Maintenance of Property	\$25.00

Schedule of Fines Article V Nuisances

Section 1.	Loud Speakers	Law Enforcement to Handle
Section 2.	Trash	\$25.00
Section 3.	Animals	Animal Control to Handle
Section 4.	Signs	\$25.00
Section 5.	Vacant Lots	\$35.00
Section 6.	Oil and Mining	\$50.00
Section 7.	Clotheslines	\$25.00
Section 8.	Antennas, Satellite Dishes	\$25.00
Section 9.	Unightly Conditions	\$25.00

The above list is not complete or comprehensive. All other violations not specifically listed above will result in reasonable fines of up to \$250.00.

The payment of any and all legal fees and costs incurred by Lexington Place Property Owners Association to enforce violations or collect fines shall be the responsibility of the property owner.

It is the property owner's responsibility to inform their tenants of such rules and regulations. **The property owner is responsible for any damage to the common areas by their tenants.**

