

# **MEADOW HILLS ASSOCIATION, INC. BY-LAWS**

**Last Updated: 03/25/2010**

# **ARTICLE I: NAME, SEAL AND OFFICES**

Section 1.1 - Name: The name of this corporation is Meadow Hills Association, Inc.

Section 1.2 - Seal: The seal of the Association shall be circular in form and shall bear the words "Corporate Seal". The Board of Directors may change the form of the seal and the inscription thereon at its pleasure.

Section 1.3 - Offices: The principal office of the Association shall be in Guilford, Connecticut, or at such other place as the Board of Directors may from time to time designate.

# **ARTICLE II: PURPOSE**

The purpose shall be to operate the Common Properties on a not-for-profit basis in accordance with the provisions set forth in the Certificate of Incorporation.

# **ARTICLE III: DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Meadow Hills Association, Inc.

(b) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plan of Meadow Hills Subdivision and intended to be devoted to the common use and enjoyment of the owners of said subdivision, but expressly excluding such easements as may reasonably be required by the Developer and its successors and assigns for construction, maintenance and repair of water pipes, electric power and telephone lines, drainage pipes and ditches, and such rights of way as may reasonably be required for access thereto.

(c) "Lot" shall mean and refer to any building lot shown upon any recorded subdivision of The Properties.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

# **ARTICLE IV: BOARD OF DIRECTORS**

Section 4.1 - Number and Qualifications: The affairs of the Association shall be governed by a Board of Directors consisting of not less than seven (7) persons nor more than nine (9) persons who shall be elected for terms of not more than two (2) years. Each Member of the Board of Directors shall have one vote. The terms of at least one-half (1/2) of such Members shall expire annually. The Directors elected by the Association shall be Members, it being understood that should any Lot be owned as a tenancy in common, joint tenancy with survivorship rights, or be owned by a partnership, a corporation, in a fiduciary capacity, or otherwise, then and in such event, such Member or Members shall designate one (1) person having an ownership in such Lot, and such person shall be eligible for election to the Board of Directors, provided, however, that in the case of corporate ownership, any designated officer or employee of such corporation shall be eligible to represent the ownership interest in such Lot.

Section 4.2 - Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the Association and shall do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Properties except as otherwise provided for in these By-Laws.
- (b) Determination of the assessments required for the affairs of the Association subject to the limitations provided herein.
- (c) Collection of the assessment from the Owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance, repair, replacement and operation of the Common Properties and any structure thereon.
- (e) Opening of bank accounts in the name of the Association and designating the signatories required therefore.
- (f) Adopting and amending reasonable Rules and Regulations governing the conduct of all people on the Common Properties in the operation and use of the Association.
- (g) The Board of Directors may also enforce, by any legal means, the provisions of the Declaration of Covenants and Restrictions, the By-Laws and the Rules and Regulations for the use of the Association.

Section 4.3 - Removal of Directors: At any time after the first meeting of the Members at which they elect one or more Directors, at any regular or special meeting of the Members, any one or more of the Members of the Board of Directors elected by the Members may be removed with or without cause by a majority of the Members following notice thereof in the call of the meeting and a successor may then and there or thereafter be elected to fill the vacancy thus created.

Section 4.4 - Vacancies: Vacancies on the Board of Directors caused by any reason other than the removal of a Member thereof by a vote of the Members, shall be filled by a vote of the majority of the remaining Directors held promptly after the occurrence of any such vacancy, even though the Members present at such meeting shall constitute less than a quorum and each person so elected shall be a Member of the Board of Directors for the remainder of the term of the Member so replaced, and until his or her successor shall be duly elected.

Section 4.5 - Organization Meeting: The first regular meeting of the Members of the Board of Directors following a meeting of the Members at which the Directors are elected, shall be held within ten (10) business days thereafter at such time and place as shall be fixed by the Members at such meeting. No notice shall be necessary to the Members of the Board of Directors in order legally to constitute such a meeting, provided a quorum shall be present at such first regular meeting.

Section 4.6 - Regular Meetings: Regular meetings of Board of Directors may be held such time and place as shall be determined from time to time by a majority of the Directors, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given by the Secretary to each Director personally or by mail or telegraph at least three (3) days prior to the day named for the meeting.

Section 4.7 - Special Meetings: Special meetings of the Board of Directors shall be called by the President on three (3) days notice to each Director, given personally, or by mail or telegraph, which 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 on the written request of at least two (2) Members of the Board of Directors.

Section 4.8 - Waiver on Notice: Any Member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him or her of the time and place thereof. If all Members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such a meeting.

Section 4.9 - Quorum of Board of Directors: At all meetings of the Board of Directors a majority of the Members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the Members of the Board of Directors present at the meeting at which a quorum is present shall constitute a decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4.10 - Fidelity Bonds: The Board of Directors may obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premium for such bonds shall constitute an Association expense.

Section 4.11 - Compensation: No Member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 4.12 - Liability of the Board of Directors: The Members of the Board of Directors shall not be liable to the Association or to the Members for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless, to the extent permitted by law, each of the Members of the Board of Directors against all liability arising out of their conduct on behalf of the Association unless such conduct shall have been willful misconduct or in bad faith. It is intended that the Members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 4.13 - Fiscal Year: The Board of Directors shall follow an established fiscal year beginning on April 1 of any given year and ending on March 31 of the following year.

## **ARTICLE V: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 5.1 - Membership: Every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association.

Section 5.2 - Voting Rights: Members shall be all those Owners as defined in Article III. All Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership by Article II. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

**SECTION 5.3 - Annual Meetings:** Annual meetings shall be held during the month of March of each year. At and after the first meeting at which Members may vote, there shall be elected by ballot of the Members, such Members of the Board of Directors as the Members are entitled to elect in accordance with the provisions of Article IV of the By-Laws, and the Members may also transact such other business as may properly come before them.

**Section 5.4 - Place of Meeting:** Meetings of the Members shall be held at the place designated by the President of the Association.

**Section 5.5 - Special Meetings:** It shall be the duty of the President to call a special meeting of the Members when so directed by resolution of the Board of Directors or upon petition signed by not less than twenty-five percent (25%) of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at the special meeting except as stated in the notice.

**Section 5.6 - Notice of Meetings:** It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Members at least ten (10) days but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member as recorded on the records of the Association. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

**Section 5.7 - Waiver of Notice:** Any Member may at any time waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice.

**Section 5.8 - Order of Business:** The order of business at all meetings of the Members shall be as follows, to the extent required:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Report of officers
- (e) Report of Board of Directors
- (f) Report of committees
- (g) Election of Members to the Board of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

**Section 5.9 - Parliamentary Procedure:** At all meetings of the Members or of the Board of Directors, Roberts' Rules of Order, as to such date amended, shall be followed, except that in the event of conflict, the By-Laws or the Declaration of Covenants and Restrictions, as the case may be, shall prevail.

Section 5.10 - Quorum: Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of 25 members authorized to vote shall constitute a quorum at any meeting of the Members.

Section 5.11 - Proxies: At any meeting of the Members votes may be cast in person or by proxy. Proxies must be filled with the Secretary at or before the time of each meeting. A Member may designate any person to act as proxy. The designation of such proxy shall be made in writing, signed by the Member, and shall be revocable at any time by written notice to the Secretary by the Member designating the proxy.

## **ARTICLE VI: OFFICERS**

Section 6.1 - Designation: The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. Any officer or employee of a corporate, partnership or fiduciary Member shall be eligible for such election. The President and the Vice President shall be elected from among the Members of the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary.

Section 6.2 - Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board.

Section 6.3 - Removal of Officers: Upon the affirmative vote of a majority of Members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purposes.

Section 6.4 - President: The President shall be chief executive officer of the Association. He or she shall preside at all meetings of the Members and of the Board of Directors. He or she shall have all general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Connecticut, including, but not limited to, the power to appoint committees from time to time as he or she may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6.5 - Vice President: The Vice President shall take the place of the President and perform his or 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 in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be assigned to him or her by the Board of Directors or by the President.

Section 6.6 - Secretary: The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors, shall have charge of such books and papers as the Board of Directors or these By-Laws may direct, shall give all notices required by these By-Laws unless otherwise provided, and shall, in general, perform all the duties incident to the offices of the Secretary of a corporation organized under the laws of the State of Connecticut.

Section 6.7 - Treasurer: The Treasurer shall have responsibility for the Association funds and securities and shall keep the financial records and books and accounting books belonging to the Association. He or 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 shall from time to time be designated by the Board of Directors; and he or she shall, in general, perform all the duties incident to the offices of the Treasurer of a corporation organized under the laws of the State of Connecticut.

Section 6.8 - Signatories to Documents: All agreements, contract, deeds, leases, checks, and other documents of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors. Vouchers for the payments of the Association funds shall be approved by the Treasurer before payment.

Section 6.9 - Compensation of Officers: No officers shall receive any compensation from the Association for acting as such.

## **ARTICLE VII: PROPERTY RIGHTS IN THE COMMON PROPERTIES**

Section 7.1 - Member's Easements of Enjoyment: Subject to the provisions of Section 7.2, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 7.2 - Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subjected to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of Membership has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

## **ARTICLE VIII: COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 8.1 - Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed established and collected from time to time



as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Section 8.2 - Purpose of Assessments:** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision, including but not limited to the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

**Section 8.3 - Basis and Maximum of Annual Assessments:** The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix an actual assessment in accordance with a financial plan for the upcoming fiscal year, provided, however, any annual assessment in excess of one hundred and fifty dollars (\$150) per Lot shall be by approval of the Members.

**Section 8.4 - Special Assessments for Capital Improvements:** In addition to the annual assessments authorized by Section 8.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the eligible Members of the Association voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 8.5 - Change in Basis and Maximum of Annual Assessments:** Subject to the limitations of Section 8.3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 8.3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the eligible Members of the Association voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 8.6 - Date of Commencement of Annual Assessments: Due Dates:** Annual assessments shall become due and payable on the first day of April of each year. The due date of any special assessment under Section 8.4 hereof shall be fixed in the resolution authorizing such assessment.

**Section 8.7 - Duties of the Board of Directors:** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot (each Lot to be charged the same assessment) for each assessment period at least thirty (30) days in advance of such period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8.8 - Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association:** If the assessments are not paid on the date when due (being dates specified in Section 8.7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind the property in the hands of the Owner, his heirs, devisees, personal representatives and



assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

**Section 8.9 - Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter become due, nor from the lien of any such subsequent assessment.

**Section 8.10 - Exempt Property:** The following property shall be exempted from the assessments, charge and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to the public use;
- (b) All Common Properties as defined in Article III hereof;
- (c) All properties exempted from taxation by the laws of the State of Connecticut, upon the terms and to the extent of such legal exemption;
- (d) All properties to the extent of any easement or other interest therein owned or used by any private or public utility or entity, including but not limited to those supplying water, electricity, or telephone service. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## **ARTICLE IX: ARCHITECTURAL CONTROL COMMITTEE**

**Section 9.1 - Review by Committee:** No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted, in writing, and approved as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. **Requests for modifications under this Article must be submitted by certified United States Mail (return receipt requested), one (1) copy of such request to the President of the Association and one (1) copy of such request to the Secretary of the Association. All approvals under this Article must be in writing.** In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE X: USE RESTRICTIONS**

Section 10.1 - Use Restrictions: In order to protect the value of the Lots in the subdivision, the use of the Lots has been restricted as follows:

(a) Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear and side five (5) feet of each Lot.

(b) Signs: No signs of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. However, no signs advertising the property for resale shall be permitted for four (4) years after date.

(c) Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Dogs shall be kept leashed or penned.

(d) Clotheslines: The only type of clothesline to be permitted shall be the rotary type, which shall be reasonably located in the rear yard of the premises involved.

(e) Commercial Cars and Trucks: No commercial automobiles or trucks shall be allowed on said premises, except for one (1) commercial automobile or truck for each owner, which shall be kept in the garage.

Section 10.2 - Rules and Regulations: Rules and Regulations concerning the use of the Common Properties may be made and amended from time to time by the Board of Directors. The initial Rules and Regulations, as annexed hereto, shall be effective until amended by the Board of Directors.

Section 10.3 - Duration: The aforesaid use restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to the Declaration of Covenants and Restrictions, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposal agreement is sent to every Owner at least sixty (60) days in advance of any action taken.

## **ARTICLE XI: MISCELLANEOUS**

Section 11.1 - Notices: All notices hereunder shall be sent by mail to the Association at its office; to Members at their postal address; or to such other address as may have been designated by such Members from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed, except notice of changes of address which shall be deemed to have been given when received.

Section 11.2 - Captions: The captions herein are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision thereof.

Section 11.3 Gender: The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender; the use of singular shall be deemed to include the plural and vice versa, when the context so implies.

## **ARTICLE XII: AMENDMENTS TO BY-LAWS**

Section 12.1 - Method of Amendment: These By-Laws may be altered, amended or added to at any duly called meeting of the Members, provided:

- (a) That the notice of the meeting shall be in writing and contain a substantial statement of the proposed amendment and shall be given to all Members appearing on the records of the Association; and
- (b) That the amendment shall be approved by a majority of the eligible Members, except Sections 7.2(e), 8.4 and 8.5, the amendment of which shall have the assent of two thirds (2/3) of the eligible Members voting in person or by proxy.

### **RULES AND REGULATIONS FOR USE OF COMMON PROPERTIES**

1. No person shall cut, injure, deface, remove or disturb any tree, shrub or structure on the Common Properties.
2. No person shall leave any rubbish on or about the Common Properties except in designated containers, not contaminate the ponds by placing bottles, cans or other debris therein.
3. No person shall operate any motor-driven boat or canoe on any pond on the Common Properties.
4. No person shall leave any boat, canoe, float or other personal property unattended on the Common Properties.