

BY-LAWS

OF THE

BOOK **6353** PAGE **096**

BROOKSHIRE DOWNS AT HEATHERRIDGE CONDOMINIUM ASSOCIATION, INC.

The name of the Corporation shall be BROOKSHIRE DOWNS AT HEATHERRIDGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Object

(Plan of Ownership)

1. The Brookshire Downs at HeatherRidge Condominium Association, Inc., shall be a non-profit corporation.
2. The purpose for which this non-profit Association is formed is to govern the condominium property which has been or will be submitted to the provisions of the Condominium Declaration and Condominium Map for Brookshire Downs at HeatherRidge.
3. All present or future owners, tenants, future tenants or any other person that might use in any manner the facilities of the condominium project or the property therein described are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "Units") or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be complied with.

ARTICLE II

Membership, Voting, Majority of Owners,  
Quorum, Proxies

1. Membership. Except as is otherwise provided in these By-Laws, ownership of a Unit is required in order to qualify for membership in this Association. Any person on becoming an owner of a Unit shall automatically become a member or co-member of this Association and be subject to these By-Laws. The owner or owners of a Unit shall hold and share the membership related to that Unit in the same proportionate interest and by the same type of tenancy in which the title to the Unit is held, provided always that there shall be only one membership per Unit. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in the Association during the period of such ownership, or impair any rights or remedies which the Unit owners have, either through the Board of Managers

5. Notice of Meetings. The Secretary shall cause to be mailed or delivered a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each member of record, at the registered address of each member, at least five (5), but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section or the delivery of such notice shall be considered notice served, and the certificate of the Secretary that notice was duly given shall be prima facie evidence thereof.

6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, to a time not less than forty-eight (48) hours from the time the original meeting was called.

7. Order of Business. The order of business at all meetings of the members shall be as follows:

- (a) Roll call and certifying proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of Minutes of preceding meetings
- (d) Reports of Officers
- (e) Reports of Committees
- (f) Election of Managers
- (g) Unfinished business
- (h) New business
- (i) Adjournment

## ARTICLE IV

### Board of Managers

1. Number and Qualification. Consistent with the provisions of Section 38 of the Declaration, Declarant shall be solely entitled until all of the Units in the project have been sold or until December 31, 1981, whichever occurs first, to elect the Board of Managers. Thereafter there shall be elected any seven (7) members of the Association to the Board who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified. Managers shall be owners (as defined in the Declaration) which, in the case of Declarant or other corporate owners, shall include the officers, directors, agents, or employees of Declarant and the officers and directors of other corporate owners.

2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the condominium community according to the highest standards achievable, relative to other condominium or townhome communities. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the owners of the Units.

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

(j) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable.

(k) To make repairs, additions, alterations and improvements to the common elements.

(l) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the members and first mortgagees of Condominiums Units, and to cause a complete audit of the books and accounts by a certified public accountant, once each year.

(m) To prepare and deliver annually to each member a consolidated statement showing receipts, expenses or disbursements since the last such statement.

(n) To meet at least semi-annually.

(o) To control and manage the use of all parking areas, open spaces, common streets and other common property.

(p) To employ for the Association a professional property manager or managing agent who shall have and exercise those duties and powers granted to him by the Board, including those set forth above, provided however that any contract with such manager or managing agent shall not be for a term in excess of one (1) year and may be terminated for cause on thirty (30) days notice and without cause or payment of a termination fee on sixty (60) days notice.

(q) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this condominium property.

3. No Waiver of Rights. The omission or failure of the Association or any Unit owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Condominium Declaration, these Articles of Incorporation, By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the managing agent shall have the right to enforce the same thereafter.

4. Election, Term of Office and Compensation. At the first meeting of the Association, subsequent to the termination of the Declarant's right to elect the Managers, the term of office of two Managers shall be fixed for three (3) years; the term of office of three Managers shall be fixed for two (2) years; and the term of office of three Managers shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three (3) years. Except as is otherwise provided by these By-Laws, the Managers shall hold office until their successors have been elected and hold their first meeting. No Manager shall be entitled to receive any compensation for the performance of his duties, but shall be entitled to reimbursement for expenses incurred by him.

fidelity bonds. The premiums on such bonds, in regards to the Association's officers and employees only, shall be a common expense.

## ARTICLE V

### Officers

1. Designation. The Officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board, and such assistant officers as the Board shall, from time to time, elect. With the exception of the President, such Officers need not be members of the Board of Managers, but each shall be an owner or an officer or director of a corporate owner of a Unit in this condominium project, or the Declarant or its representative(s), if an Owner or member.

2. Election of Officers. The Officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners as from time to time he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties.

6. Secretary. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up-to-date at the principal office of the Association a complete list of members and their registered addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the unit and the undivided interest in the common elements owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In addition, a list of all mortgagees of Units shall be maintained. The records referred to in this subsection may be maintained by the Managing Agent.

## ARTICLE VIII

Mortgages

1. Notice to Association. A member who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the Association's Secretary, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units".

2. Notice of Unpaid Common Expenses. The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common expenses due from the owner of its mortgaged Unit, which is not cured within thirty (30) days.

3. Notice of Default. When giving notice to a member of a default in paying common expenses or other default, the Board shall send a copy of such notice to each holder of a mortgage covering such condominium unit.

4. Notice of Amendment. The Association shall at least thirty (30) days prior to the effective date of any amendment to the Association's Articles of Incorporation or these By-Laws, notify in writing the holders of all recorded mortgages or deeds of trust of any such amendment.

5. Examination of Books. Each member and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times on business days. Any owner shall be entitled to obtain a certificate of status of assessments setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

## ARTICLE IX

Evidence of Ownership, Registration of  
Mailing Address and Designation  
of Voting Representative

1. Proof of Ownership. Except for those members who initially purchase a Unit from Declarant, any person on becoming an owner of a Unit shall furnish to the Managing Agent or Board a machine or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Unit, which copy shall remain in the files of the Association.

2. Registration of Mailing Address. The owners or several owners of an individual Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a member or members shall be furnished by such member(s) to the Managing Agent

deficiency, including attorney's fees incurred by the Association, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his Unit which may be foreclosed as is provided in Section 24 of the condominium Declaration. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be forthwith reimbursed to it by such member(s), and the member shall be liable to the Association for the payment of interest at the rate of twelve percent (12%) per annum on all such sums paid or incurred by the Association.

4. Maintenance and Repair.

(a) Every member must perform promptly, at his own expense, all maintenance and repair work within his own Unit which, if omitted, would affect the appearance or the aesthetic integrity of part or all of the condominium project.

(b) All the repairs of internal installations of the Unit such as water, light, gas, power, sewage, telephone, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures shall be at the member's expense.

(c) A member shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents or guests or those limited common elements which an Owner, pursuant to the Declaration, is obligated to maintain.

5. General.

(a) Each member shall comply strictly with the provisions of the recorded Condominium Declaration, the Articles of Incorporation, and these By-Laws and amendments thereto.

(b) Each member shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this condominium project was created.

6. Uses of Units - Internal Changes.

(a) All Units shall be utilized for only residential purposes as is provided in the Condominium Declaration.

(b) A member shall not make structural modifications or alterations to his Unit or installations located therein without the written approval of the Board. The Board shall be notified in writing of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then, through the President of the Board. The Association shall have the obligation to answer member's request within thirty (30) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations.

7. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements, the limited common elements, sidewalks, pathways, roads and streets and other common elements, located within the entire condominium project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful

membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominee any and all rights, privileges and powers that they have as Unit owners under the Certificate of Incorporation and By-Laws of this Association or by virtue of the recorded Condominium Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the managing agent or the Unit owners to carry out their duties as set forth in the Condominium Declaration or Association By-Laws. A release of the beneficiary's deed of trust shall not be construed to relieve Unit owners, as mortgagors, of their duties and obligations as Unit owners or to impose upon the beneficiary of the deed of trust the duties and obligations of a Unit owner.

The undersigned Secretary of this Association does hereby certify that the above and foregoing By-Laws and rules and regulations were duly adopted by the Managers as the By-Laws and rules and regulations of said Association on this 13<sup>th</sup> day of Jan, A.D., 1992.

(S E A L)

Carol M. Gilbert  
Secretary