

# **BYLAWS OF THE HARRISON PARK HOMEOWNERS ASSOCIATION**

## **ARTICLE 1 NAME OF ASSOCIATION**

Section 1.1. NAME. The name of this association shall be "The Harrison Park Homeowners Association."

## **ARTICLE II RESTRICTIVE COVENANTS**

Section 2.1. INCORPORATION OF RESTRICTIVE COVENANTS. All the restrictive covenants of the Harrison Park Subdivision are incorporated into these Bylaws and in the case of a conflict between said restrictive covenants and these by-laws, the restrictive covenants shall govern.

## **ARTICLE III MEMBERSHIP**

Section 3.1. MEMBERSHIP. All owners of residential subdivision lots located in the Harrison Park Subdivision shall, as provided in the Declaration of Protective Covenants and Restrictions for Harrison Park Plats I and II dated January 14, 1987, be members of the Association.

## **ARTICLE IV PURPOSE**

Section 4.1. PURPOSE. The Association is organized for the purpose of improving, managing, maintaining and preserving certain real estate and residential subdivision property for residential purposes within the subdivision known as HARRISON PARK; to provide for the maintenance and preservation of green areas within the said subdivision and to provide for the best interests of the public welfare of the individual residents within the general area. No part of the net income, if any, shall inure to the benefit of any member or individual.

## **ARTICLE V POWERS**

Section 5.1. POWERS. For the purpose of accomplishment of the foregoing, the Association shall have the power to, among other things:

- (a) Levy and collect from the members upon a proportionate share basis, computed upon the proportion of the lot(s) owned by an owner to the total number of lots in HARRISON PARK, such funds annually as shall be required to

provide for the maintenance of the entrance areas of Harrison Park including the center isle. The maintenance of these entrance areas shall include but not be limited to: the maintenance of the subdivision entrance sign; the cost of installing and maintaining a water tap; and the cost of planting and maintaining trees, shrubbery and grass; the performance of all other necessary landscaping;

(b) Regulate the construction of accessory structures within said subdivision;

(c) Promulgate necessary rules for the enforcement of subdivision covenants; and,

(d) Enter into such contracts as may be required for the accomplishment of said purposes;

(e) Exercise any and all lawful powers granted by law to Not For Profit corporations.

## **ARTICLE VI**

### **ARCHITECTURAL CONTROL COMMITTEE**

Section 6.1. COMMITTEE CREATED. There shall be an Architectural Control Committee consisting of not less than five (5) members appointed by the President and Board. The purpose of the Architectural Control Committee shall be to insure the harmony of external design and location in relation to surrounding structures.

Section 6.2. PROHIBITED ACTS; COMMITTEE APPROVAL. No building, fence or wall to other structure shall be commenced, erected or maintained upon the properties, not shall any extension, addition to or alteration therein made until the plans and specifications showing the nature, kind, shape, height, materials exterior color scheme and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee.

In the event that such Committee fails to approve or disapprove such design and location within seven (7) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE VII**

### **MEETINGS OF MEMBERS**

Section 7.1. ANNUAL MEETING. An annual meeting of the members of the Association shall be held on the first Saturday of March each year for the purposes of electing executive officers and block representatives and for the transaction of such other business as may come before the meeting.

Section 7.2. QUORUM. The members holding not less than one-third of the total building sites at any meeting shall constitute a quorum at such meeting, for voting purposes. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting at any time without further notice. Withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at the meeting.

Section 7.3. SPECIAL MEETINGS. Special meetings of the members may be called either by an Executive Officer, or a majority of the Board.

Section 7.4. PLACE OF MEETINGS. The Board may designate any place as a place of meeting for any meeting of the members.

Section 7.5. NOTICE OF MEETINGS. Written notice stating the place, date and hour of any meeting of members shall be delivered to each building site or owner of record of each building site not less than five (5) or more than thirty (30) days before the date of such meeting.

Section 7.6. PROXIES. Each member entitled to vote at a meeting may designate a proxy who shall be a member of the Association. All proxies must be authorized in writing and presented to said Secretary at said meeting.

## **ARTICLE VIII**

### **ASSOCIATION BOARD**

Section 8.1. ANNUAL MEETING. The affairs of the Association shall be governed by the Board of Block Representatives.

Section 8.2. NUMBER, TENURE, AND QUALIFICATIONS. The number of Block Representatives shall be eight. Each street shall be equitably represented. Each Block Representative shall hold office until the next annual meeting of members until his/her successor shall have been elected. Block Representative shall be a member of the Association.

Section 8.3. MEETINGS. The Association Board may hold regular or special meetings as deemed necessary.

Section 8.4. NOTICE. Notice of any special meeting of the Association Board shall be given to every Block Representative in any reasonable manner.

Section 8.5. QUORUM. A majority of the Block Representatives shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Block Representatives are present at said meeting, a majority of the Block Representatives present may adjourn the meeting to another time without further notice.

Section 8.6. **MANNER OF ACTING** The act of a majority of the Block Representatives present at a meeting, at which a quorum is present, shall be the act of the Association Board.

Section 8.7. **VACANCIES** Any vacancy occurring on the Board shall be filled by the Board unless the Articles of Incorporation, a statute, or Bylaw provide that vacancies so created shall be filled in some manner, in which case such provision shall control. A Block Representative may be appointed to fill the unexpired term of his/her predecessor in office.

Section 8.8. **COMPENSATION** Block Representatives shall not receive any compensation for services rendered.

## **ARTICLE IX** **OFFICERS**

Section 9.1. **OFFICERS** The officers of the Association shall be president and a secretary/treasurer.

Section 9.2. **OFFICERS** The officers of the Association shall be elected annually by members of the Association at an annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Officers may be temporarily appointed by the Board to serve until the next regularly scheduled meeting of the Association, at which time the vacancy shall be filled by an election of the majority of the membership.

Section 9.3. **PRESIDENT** The President shall be the principal executive officer of the Association. Subject to the direction and control of the Association, he shall be in charge of the business, affairs of the Association; he shall see that the resolutions and directives of the Association and the Board are carried into effect. He shall discharge all duties as may be prescribed by the Board Representatives. He shall preside at all meetings of the members of the Association Board.

Section 9.4. **SECRETARY/TREASURER** The secretary/treasurer shall be the principal accounting and financial officer of the Association. He shall:

- (a) have charge of and be responsible for the maintenance of adequate books of account for the association;

- (b) have charge and custody of all funds and securities of the Association, and be responsible therefore, and for the receipt and disbursement thereof; and perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him by the Board.

The Secretary/Treasurer shall record the minutes of the meetings of the members of the Board in one or more books provided for that purpose; see that all notices are duly

given in accordance with the provisions of these bylaws or as required by law; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and perform all duties incident to the offices of secretary and such other duties as from time to time may be assigned to him by the President or the Board. In the absence of the President or in the event of his inability or refusal to act, the Secretary/Treasurer shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

## **ARTICLE X**

### **COMMITTEES**

Section 10.1. COMMITTEES OF THE BOARD. The Board, by resolution, may designate such committees as may be deemed necessary for the proper administration of the affairs of the Association.

## **ARTICLE XI**

### **CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

Section 11.1. CONTRACTS. The Board may authorize any officer, to enter into any contract of execute and deliver any instrument in the name of or on behalf of the Association and such authority may be general or confined to specific instances.

Section 11.2. CHECKS, DRAFTS, ETC. All checks, drafts, and other orders for payment of money, notes or other evidence of indebtedness issued in the name of the Association, shall be signed by such officer or officers, and in such manner as shall from time to time be determined by resolution of the Board, such instrument shall be signed by the Treasurer and countersigned by the President of the Association.

Section 11.3. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 11.4. GIFTS. The Board may accept, on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## **ARTICLE XII**

### **BOOKS AND RECORDS**

Section 12.1. BOOKS AND RECORDS. The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members. The Board and committees having any of the authority of the Board shall keep at the home of the Secretary/Treasurer a record giving the names and addresses of the members entitled to vote.

## **ARTICLE XIII**

### **FISCAL YEAR**

Section 13.1. FISCAL YEAR. The fiscal year of the corporation shall be the Calendar Year.

## **ARTICLE XIV**

### **DUES**

Section 14.1. ANNUAL DUES. The Board by a majority vote may determine on a yearly basis annual dues, if any, payable to the Association by members and may determine the date of payment thereof.

Section 14.2. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual dues authorized above, the Board may levy, in any year, a special assessment applicable to that year only for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. Failure of a lot owner to pay yearly dues and approved special assessments shall result it in a lien being placed on the lot owner's property until such time as all moneys owed are paid in full. Lot owners may also be responsible for court costs and attorney's fees in obtaining these liens.

## **ARTICLE XV**

### **INDEMNIFICATION**

Section 15.1. POWER TO HOLD HARMLESS. The Association shall have power to indemnify any person who was or is a party or is threatened to be made party to any threatened, pending or complete action, suite or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by any reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or who is serving at the request of the corporation as director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, against expenses including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to, the best interest of the corporation, and with respect to the criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to the best interest of, the corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 15.2. POWER TO INDEMNIFY LITIGANT. The Association shall have power to indemnify any person who was or is a party or is threatened to be made party to any threatened or pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 15.3. REIMBURSEMENT AUTHORIZED. To the extent that a director, officer, employee, or agent of the Association has been successful, on the merits or otherwise in defense of any action, suit or proceeding or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith.

Section 15.4. DETERMINATION IF REIMBURSEMENT IS PROPER. Any indemnification under Sections 1 and 2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 or 2 above. Such determination shall be made;

(a) by the board of directors a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or

(b) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or

(c) by the shareholders.

Section 15.5. ADVANCE OF EXPENSES. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent is proper in the circumstances because he or she has met the

applicable standard of conduct set forth in Sections 1 or 2 above. Such determination shall be made;

Section 15.6. NON-EXCLUSIVITY. The indemnification provide by this Article shall be deemed exclusive of any other rights to which those indemnified may be entitled under any contract agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 15.7. RIGHT TO ACQUIRE INSURANCE. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee, or agent of another corporation, partnership, joint venture, limited liability company, trust, or other enterprise, against any liability asserted against such person an incurred by such person in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against any such liability under the provisions of this Article.

Section 15.8. NOTICE TO MEMBERS. If the Association has paid indemnify or has advanced expenses to a director, office, employee or agent, the Association shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholder's meeting.

Section 15.9. "ASSOCIATION" DEFINITION. For purpose of this Article, references to "the Association" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) observed in merger which, if its separate existence has continued, would have had the power and authority to indemnify its director, officers, employees, or agents, so that any person who was the director, officer, employee, or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, limited liability company, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

## **ARTICLE XVI**

### **AMENDMENTS**

Section 16.1. AMENDMENTS. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested with the members of the Association. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given.



**ARTICLE XVII**  
**ADOPTION**

Section 17.1 ADOPTION. The Bylaws shall be adopted by the Association.