

JOHN BROWN FARM PROPERTY OWNERS ASSOCIATION

By-Laws Of The John Brown Farm Property Owners Association

GENERAL

The John Brown Farm Property Owners Association Incorporated was founded in order to establish a general authority for the good and well being of year-round residents and absentee owners and maintenance of the value of their investment in John Brown Farm. This authority will extend to but not limited to road maintenance, control of the recreation area, prohibition against the establishment of trailer homes as permanent structure and such other matters which the officers and board of directors shall consider within purview.

BY-LAW ONE

The name of this Association is "The John Brown Farm Property Owners Association". The form, purpose and authority assumed by the Association and the manner in which it will select its officers and Board of Directors shall be as defined in subsequent by-laws.

BY-LAW TWO

Dues for voting membership in the Association are established at \$25.00 annually for property owners whether year-round residents or absentee owners. Dues are payable as of September 1, 2015 and each September first in subsequent years.

BY-LAW THREE

- A.** The Association shall be governed by the Board of Directors, which shall be responsible for the administration of the Association and for the election of its officers. The members of the Board shall be nominated and elected at a designated annual meeting. At least six (6) Directors shall be either permanent residents of John Brown Farm or regular weekenders. A regular weekender is a property owner who makes consistent recreational or other use of his/her property and has improved his property, fairly assessed at \$5,000.00 dollars or more.
- B.** The Board of Directors shall elect annually from their membership a President, Vice-President, Secretary and Treasurer. These principal officers, with the exception of the Vice-President, will be either permanent residents or regular weekenders to assure that conditions affecting the Association can be conducted in an expeditious manner.
- C.** A vacancy on the Board occurring as a result of death, resignation or termination of membership may be filled by the Board for the interval until the next annual meeting of the membership.
- D.** A majority of the Board shall constitute a quorum except that any member of the Board may exercise his/her privilege on specific issues by oral or written proxy if unable to be physically present at a duly called meeting of the Board. Such a proxy shall qualify as part of the quorum.
- E.** Expenditure of the cash assets of the Association shall be at the discretion of the Board of Directors, but only if it is clearly apparent it is for the general welfare of the Association.
- F.** No decisions or actions may be taken by the Board which in any way prohibits, encumbers, or in any way infringes upon the rights and privileges of any property owner in access to his/her property or to the access to and travel on any road or property to which title is held by the Association. Exception is that the Association, acting through the Board of Directors, may take such action as deemed appropriate to enforced any and all assessments, restrictions, and covenants in the deeds granted to owners of property within the limits of John Brown Farm.

BY-LAW FOUR

Meetings

- A.** There shall be at least two meetings of the Association during each calendar year.
- B.** Election of the Board of Directors shall be held at the meeting in the second half of the calendar year.
- C.** Special meetings of the membership may be called by the Board of Directors if in the judgment of the Board such a special meeting is warranted.
- D.** A quorum for the bi-annual meetings shall be one-third of the total membership. Mail or oral proxies may be sought by the Board of Directors and shall be counted toward the quorum.
- E.** Members of the Association will be notified in person or by mail of the agenda for the bi-annual and special meetings. Failure to attend the meeting or notify the Board of Directors of the member's position on the agenda shall result in forfeiture of their right to object to the decision of the Board.
- F.** If circumstances dictate or require, all notification may be conducted by mail or telephone.

BY-LAW FIVE

Duties of Principal Officers

- A.** The Board of Directors shall elect those officers as set forth the General Section and shall fill those vacancies in those offices that may occur through death, resignation, or termination of membership. The election of those officers shall be by simple majority of the Board of Directors.
- B.** The President shall be the chief officer of the Association and shall be present and chair meetings of the Association and the Board of Directors. She/he shall communicate to the Board or the general membership such matters and make such suggestions as may in his or her opinion tend to promote the welfare of the community generally and the interests of the Association specifically. He or She shall represent the Association, or delegate his or her representation, in discussions or negotiations with other groups, organizations or public

agencies on matters involving the welfare of the community as represented by the Association. He or She shall countersign with the Treasurer all checks or other disbursements authorized by the Board of Directors.

C. The Vice-President shall assume and perform all duties of the President to Include the countersigning of the checks in the absence of the President or when Authorized by the President.

D. The Treasurer shall keep account of all money received or expended by the Association and shall make disbursements only as authorized by the Board of Directors. All moneys with the exception of petty cash amount not to exceed \$25.00 shall be maintained on deposit in a bank or banks approved by the Board of Directors at any given time. All checks issued by the Treasurer will be countersigned by the President or Vice-President. A written report will be prepared by the Treasurer and presented at each quarterly meeting of the Association.

E. The Secretary shall administer the affairs of the Association. Specifically the Secretary shall:

1. Give notice of and attend all meetings and make record of the proceedings.
2. Conduct and maintain a file of all correspondence including that going out over the name of other officers.
3. Carry into execution all orders, votes and resolutions not otherwise committed.
4. Establish the administration procedure for collection of dues and assessments and their payment to the Treasurer.
5. Prepare with the concurrence of the Board of Directors an annual report of the activities and transactions of the Association.

BY-LAW SIX
Administration of Funds

The cash flow of the Association shall be separated into two funds for separate accounting, but not necessarily separate bank accounts. One fund shall be the receipts and expenditures for road maintenance specifically. The second account shall account for all other receipts and expenditures. Receipts for the road maintenance fund shall be derived primarily from fees assessed by the Association from property owners. Expenditures from this fund will be limited to costs related to the maintenance and control over such roads and property. Receipts for the second fund will be derived primarily from membership dues and other fees as established by the Board of Directors. Expenditures from this fund will be for all costs incurred by the Association unrelated to road or property maintenance. Any expenditure in excess of \$1,000.00 dollars must be through oral or written contract negotiation with two or more bidders in which the lowest bid will prevail.

BY-LAW SEVEN
Liabilities

A. Nothing in the by-laws of this Association shall serve to hold or constitute members of the Association as partners or in any form of partnership relations or agreements. No member, officer, agent or employee shall be liable for the acts or failure to act on the part of any other member. Members and officers shall only be liable for those acts of commission or omission arising out of malfeasance (wrong- doing) or misfeasance (performing a legal act or illegal act or improper manner).

B. The Association and Board of Directors shall not be liable for death, personal injury or property damage suffered by any person or persons utilizing the roads or lands, to include the recreation lots, within the limits of John Brown Farm or lands to which the Association holds title. This clause does not relieve any individual member of the Association any legally determined personal liability resulting from an act, accident, or even occurring on his/her property to which he holds a legal deed.

BY-LAW EIGHT
Assessments

A. There shall be an annual road fee assessment of \$30.00. This fee is for one lot.

Each member shall be assessed \$10.00 for each lot in excess of one lot. This assessment is due and payable by March 1, 2015 and each year thereafter on or before March 1 until such time as responsibility for maintenance of the roads to which the Association holds title may be placed under public or other jurisdiction.

B. Where such assessment is designated as a covenant to a deed (as modified in **A.** above) conveying ownership to a member of the Association or to any other property owner within the limits of John Brown Farm, this assessment or any other approved by a majority of members of the Association serves as a lien against the property and may be jointly or severally enforced by this Association or by any individual member (or other property owner).

C. The assessment shall be used specifically for the purpose of maintaining and repairing those roads and other property to which title is held by the Association in accordance with the provision of these by-laws.

D. Assessments shall be considered delinquent if not paid within 90 days and the lien for such assessment shall be enforceable. Interest at the rate of 10% per annum and attorney's and or court costs and filing fees required for the enforcement of a lien shall be added to the amount of the delinquent assessment. No owner may waive or otherwise gain exception to the liability for the assessment herein designated by non-use or abandonment of his property, except that any lien enforced shall be subordinate to the lien of any first mortgage. Abandonment of property by the owner to avoid the assessment shall constitute authority for the Association to petition courts for the transfer of title of the abandoned property to the Association.

E. Sale or transfer of any property shall not affect the assessment or the enforcement of a lien. However, the sale or transfer of any property subject to a first mortgage pursuant to a decree of foreclosure under such mortgage, or any other similar proceeding such as a sale to satisfy taxes assessed and unpaid shall extinguish a lien for such assessments, the payments on which became due prior to such sale or transfer. No sale or transfer shall relieve a liability for any assessments becoming due thereafter or from the lien thereof.

F. In any sale to satisfy taxes assessed and unpaid, the Association shall have the right to bid on said property and take unto itself title to the property to be held for the common good of the members of the Association until sold or transferred to another party. Said party shall then be liable to the by-laws of the Association and shall agree to such a covenant prior to transfer of the deed/title.

BY-LAW NINE

Restrictions

A. Recreation Lots: Recreation lots on the river are reserved for the exclusive use of members of the Association. However, members of the Association have the right to grant to relatives and friends the right and privilege to make use of the recreation lots. This is a one day privilege, they must have a pass, and in the possession of the user while using the lots. It must be renewed each subsequent time or day the friend/relative uses the lots. Visitors to the recreation lots not accompanied by a member of the Association must depart the recreation lot by 8:00 p.m.

B. Trailer Homes: Trailer homes or mobile homes as they are commonly referred to are not permitted within the limits of John Brown Farm. Failure to remove the trailer or mobile home will result in appropriate action by the Association to have the offending trailer removed by the owner. If not removed, the Association shall have the right to remove the offending trailer; and confiscation and sale to cover the costs of such removal.

C. Hunting: No hunting is permitted within the limits of John Brown Farm with the exception of residents and members of the Association. No others shall be permitted to hunt within the limits of John Brown Farm with or without the permission of any lot owner on John Brown Farm. Further in accordance with State law, hunting and shooting a firearm within 500 feet of any permanent structure designed as a dwelling, house, or residence is expressly forbidden. By definition, the above restriction does not apply to trailers and/or mobile homes which are forbidden by paragraph **B** above and are not considered permanent structures.

D. Construction of New Homes: Prior to beginning, and at all times during, residential construction, the driveway to and within such lot must be adequately based (shale or gravel/stone) and gravel upon digging footers, in order to eliminate mud from the construction on subdivision roads. Any mud or soil from construction of a dwelling on a lot left on subdivision roads and not immediately removed therefrom may be removed by the developer or John Brown Farm Property Owners Association at the sole cost of the offending lot owner.

During and after the construction of any use and improvement permitted upon any lot, the lot owner shall be responsible to the developer or John Brown Farm Property Owners Association, and pay for any and all damages that may occur to subdivision roads by virtue of such construction. Each lot owner may indemnify from each and every contractor as deemed appropriate, but such indemnity shall in no way affect the liability of the lot owner to the developer or the Association.

BY-LAW TEN
Stormwater Culverts

Individual property owners are responsible for maintenance of ditches and culverts on the right of way adjacent to their property. Property owners shall keep ditches and culvert clear of debris to allow the uninhibited flow of stormwater.

BY-LAW ELEVEN
Amendments

These by-laws may be amended, repealed, modified, or altered in whole or in part by majority of the membership of the Association.

BY-LAW TWELVE
Dissolution

The Association may be dissolved at any time by a majority vote of the membership of the John Brown Farm Property Owners Association.