

MANAGEMENT ASSOCIATION  
RULES, REGULATIONS AND BYLAWS  
FOR  
THE OAKS CONDOMINIUM

REVISED DECEMBER 29, 1991

MANAGEMENT ASSOCIATION  
RULES, REGULATIONS AND BYLAWS  
FOR  
THE OAKS CONDOMINIUM

REVISED DECEMBER 29, 1991

TABLE OF CONTENTS  
FOR  
RULES, REGULATIONS AND BYLAWS

Article I.	Name	Page 1
	1.1 Proper Name	
II.	Administrative Body	1
	2.1 Council of Co-Owners	
	2.2 Annual Meetings	
	2.3 Special Meetings	1
	2.4 Votes	
	2.5 Quorum - Definitions	
	2.6 Order of Business	
III.	Board of Administration	2
	3.1 Composition	
	3.2 Duties and Authority	
	3.3 Term of Office	
	3.4 Vacancies	4
	3.5 Resignation	4
	3.6 Automatic Resignation and Removal	
	3.7 Removal by Council	
	3.8 Organizational Meeting	
	3.9 Regular Meetings	
	3.10 Special Meetings	
	3.11 Waiver of Notice	5
	3.12 Quorum	
IV.	Officers	5
	4.1 Designation	
	4.2 Election of Officers	
	4.3 Removal of Officers	
	4.4 President	
	4.5 Vice-President	
	4.6 Secretary	
	4.7 Treasurer	
	4.8 Vacancies	6
	4.9 No Compensation	
	4.10 Business Coordinator	
V.	Assessments	6
	5.1 Budget	
	5.2 Obligation of Unit Owners	
	5.3 Supplemental Budget	7
	5.4 Capital Expenditures - Contracts	
VI.	Rules of Conduct	8
	6.1 Adopted Rules	

VII.	Resolutions	8
	7.1 Adopted Resolutions	
VIII.	Amendments	9
	8.1 Amendments to Bylaws	
IX.	Mortgages	9
	9.1 Mortgages and Assessment Due	
X.	Compliance	9
	10.1 Compliance	

## REGIMEN

### THE OAKS CONDOMINIUM

#### MANAGEMENT ASSOCIATION RULES, REGULATIONS AND BYLAWS

"The Oaks Condominium," as more particularly defined, described and provided for in the enabling declaration, as amended does hereby adopt the following Bylaws, which shall govern the administration of such condominium regime as provided and in compliance with said Act.

#### ARTICLE I

##### NAME

1.1 Proper Name. This Condominium Unit Project in the condominium regime established under the declaration to which these Bylaws pertain shall be known as "The Oaks Condominium."

#### ARTICLE II

##### ADMINISTRATIVE BODY

2.1 Council of Co-Owners. Each owner of a unit in The Oaks Condominium shall automatically be a member of the "Council of Co-Owners" (hereinafter referred to as the "Council"), which shall be the governing and administrative body for all unit owners for the protection, preservation, upkeep, maintenance, repair and replacement of the common elements, and the government, operation and administration of the condominium regime established in accordance with the provisions of the declaration, as amended and the act, and shall remain a member thereof until such time as his ownership ceases for any reason. Upon any transfer of ownership of any unit, however accomplished, the new unit owner acquiring or succeeding to such ownership interest, shall likewise automatically succeed to such membership in the council.

2.2 Annual Meetings. Annual meetings shall be held on such dates and at such time and places as the board of administration, or its representative, shall annually determine or on such date and at such time and place as the council may decide upon at any annual meeting. Unless changed by said Board, such meeting shall be held at 4 o'clock and on the 4th Saturday of December of each year at the president's condominium. At any annual meeting the council may transact any business which may be properly brought before the meeting.

2.3 Special Meetings. Special meetings of the council may be called by the president or by a majority of the members of the board of administration, whereby unit owners having at least twenty-five per cent of the votes entitled to be cast at such meeting. Notices of



special meetings shall be in writing and may be mailed or personally delivered, and each shall state the date, time, place and purpose of the meeting. No business shall be transacted at any special meeting which is not generally stated in notice, unless unit owners representing at least thirty-six (36) votes, either in person or by proxy, consent to the transaction of such business.

2.4 Votes. The aggregate number of votes for all unit owners shall be forty-eight (48). Votes at any meeting may be cast in person or by proxy.

2.5 Quorum-Definition. A quorum of unit owners for any meeting shall be constituted by unit owners representing in person or by proxy and holding more than fifty percent of the total votes of all unit owners, as allocated to each unit owner in the declaration and these bylaws. If any meeting of the council cannot be organized because a quorum is lacking, then by a majority vote of the unit owners present, either in person or by proxy, the meeting may be adjourned to the same hour of a date not less than ten nor more than thirty days from the date on which such meeting was to have been originally held, and at any such adjourned meeting a quorum shall be constituted by unit owners present in person or by proxy and holding more than twenty-five percent of the total votes of all unit owners. No new notice of such adjourned meeting need be given if it is to be held at the same place of the originally scheduled meeting. The term "majority vote" as used in these bylaws shall mean a simple majority, that is more than fifty percent of the votes cast at any meeting. The term "majority of owners or unit owners" as used in these bylaws shall mean the owner of owners of units who in the aggregate own more than fifty percent in the common elements as allocated to the unit owners.

2.6 Order of Business. The order of business at all meetings of the council shall be as determined by the presiding officer or majority vote of the meeting. The latter shall govern in case of any objection to the former.

### ARTICLE III

#### BOARD OF ADMINISTRATION

3.1 Composition. The "Board" will consist of five (5) members, all of which must have an ownership interest in a unit. If the owner of a unit is a corporation, partnership, trust or other legal entity, a board member may be an officer, director, partner or beneficiary of such unit owner. At each subsequent annual meeting of the council, it shall elect new members to the board in place of those whose terms have expired.

3.2 Duties and Authority. The board shall manage and administer the affairs of the council and shall have all such, duties, rights, powers and authority given to it by the act, the declaration of bylaws, in addition to the following:



(a) To elect officers of the council as hereinafter provided.

(b) To administer the affairs of the council and the common elements of the project property.

(c) To keep or cause to be kept sufficient books and records with a detailed accounting of the receipts and expenditures affecting the project buildings, and its administration and specifying the maintenance and repair expenses of the common elements. Both the books and vouchers accrediting the entries made thereon shall be available for inspection by all co-owners at convenient hours on working days that shall be kept in accordance with good accounting procedures and be audited at least once a year by an auditor of the organization, as provided by the act.

(d) To engage the services of a business coordinator who shall manage and operate the common elements for all of the unit owners, upon such terms and for such compensation, and with such specific duties and authority as the board may approve or as may be specified in the contract of employment executed by the board in behalf of all unit owners. The compensation paid to the business coordinator shall be part of the common expense.

(e) To formulate and enforce policies for the administration, management and operation of the common elements, without depriving any unit owner or other person of the right and/or privileges given to him by the act or the privileges given to him by the act of the declaration in respect to the common elements.

(f) To provide for the maintenance, repair, upkeep, protection, and replacement of the common elements, and insurance for the project property, and to approve payment vouchers and make payments therefor.

(g) To delegate any of its duties, powers and authority to the business coordinator employed by the board.

(h) To adopt an annual budget for the estimated common expenses each year, and to provide the manner of assessing and collecting from the unit owners their respective prorata shares of such estimated common expenses, as hereinafter provided.

(i) To provide for the designation, hiring and removal of employees and other personnel, including bookkeepers and accountants, and to engage or contract for the services of others, and in general to make purchases of labor, material and/or services for the maintenance, upkeep, repair, replacement, administration, management and operation of the common elements.

(j) In general, the board shall have all such duties, rights and authority to do all such acts and things as are not by the act, declaration or these bylaws directed to be done or exercised exclusively by the unit owners or council which shall be necessary or reasonably required for the successful and orderly administration, management and operation of the condominium regime established by the declaration to which these bylaws pertain.

3.3 Term of Office. The term of office will be for three years. At the expiration of the term of office of each respective board member, his successor shall be elected to serve a term of three years. The board members shall hold office for their respective terms



and until their successors shall have been elected and hold their first meeting.

3.4 Vacancies. Vacancies in the board caused by any reason other than the removal of a board member by vote of the council shall be filled for the unexpired term by a vote of the majority of the remaining board members, even though they may constitute less than a quorum; and each person so elected shall be a board member until a successor is elected at the next annual meeting of the council or special meeting called for that purpose.

3.5 Resignation. Any member of the board may resign at any time by giving written notice of resignation to the president or any other officer of the council.

3.6 Automatic Resignation and Removal. If any member of the board who was the owner of a unit or interest therein at the time of his election or appointment to the board, shall at any time sell or otherwise dispose of or voluntarily or involuntarily cease to be the owner of such unit or interest therein during his term of office then upon such termination or cessation of his ownership interest in such unit, such member shall automatically be deemed to have effectively resigned from the board and he shall automatically be removed therefrom.

3.7 Removal by Council. At any regular or annual meeting or at any special meeting called for that purpose, the council may by a majority vote remove any one or more members of the board, with or without cause, provided that a successor or successors shall then and there be elected to fill the vacancy or vacancies thus created, for the unexpired term of the board member or members removed. Any board member whose removal has been proposed shall be given an opportunity to be heard at such meeting.

3.8 Organizational Meeting. The first meeting of the newly elected board shall be held within ten days of election at such place as they shall fix at the meeting at which they were elected, and no notice shall be necessary, to the newly elected members in order to legally constitute such meeting, providing a majority of the whole board shall be present.

3.9 Regular Meetings. Regular meetings of the board may be held at such time and place as shall be determined from time to time by a majority of the board members, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each member personally or by mail, telephone or telegraph, at least three days prior to the day designated for such meeting.

3.10 Special Meetings. Special meetings of the board may be called by the president on three day's notice to be given as in the case of regular meetings, stating the time, date, place and purpose of the meeting. Special meeting shall be called by the secretary in like manner and on like notice on the written request of at least fifty percent of the board members.



3.11 Waiver of Notice. Before or at any meeting of the board any member may verbally or in writing waive notice of the time, date, place and purpose of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the board at any meeting of the board shall be deemed as a waiver of the required notice of such meeting. If all the members of the board are present at any meeting, no notice thereof shall be required and any business may be transacted at such meeting.

3.12 Quorum. At all meetings of the board a majority of the members shall constitute a quorum for the transaction of business, and the acts and decisions of the majority of the board members at any meeting at which a quorum is present shall be the act of the entire board.

#### ARTICLE IV

##### OFFICERS

4.1 Designation. The principal officers of the council shall be a president, one or more vice-presidents, a secretary and a treasurer, the office of secretary and treasurer may be held at the same time by the same person, but at no time shall the offices of both president and secretary/treasurer be held by the same person. The board may appoint an assistant secretary and assistant treasurer and such other officers as in their judgment may be necessary.

4.2 Election of Officers. The officers of the council shall be elected and appointed annually by the board at the organizational meeting of each new board and they shall hold office at the pleasure of the board.

4.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the board, or by a majority vote of the council at any meeting, 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 called for such purpose.

4.4 President. The president shall also be a member of the board. He shall be the chief executive officer of the council and shall preside over meetings of the board and of the council. He shall have all the general powers and duties which are usually vested in the office of the president of an organization, including, but not limited to, the power to appoint committees for various purposes as he shall deem appropriate.

4.5 Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president is absent or unable to act.

4.6 Secretary. The secretary shall keep the minutes of all meeting of the board and of all meetings of the council. He shall in

general perform all the duties incident to the office of secretary. The assistant secretary may be the business coordinator.

4.7 Treasurer. The treasurer shall have responsibility for the council funds and securities and shall be responsible for keeping the financial records and books of the account. The assistant treasurer may be the business coordinator.

4.8 Vacancies. Vacancies in any office may be filled by the board at any meeting thereof.

4.9 No Compensation. Officers shall receive no compensation for their services as such, except that if the business coordinator holds any office he may be paid for his services as business coordinator, including the performance of the duties of his office.

4.10 Business Coordinator. The business coordinator will not be a member of the board. He will be required to attend all board meetings at the discretion of the presiding officer. His actions, activities, and duties will be at the direction of the presiding board. He will report to the Board of Directors. The business coordinator can act as assistant secretary and/or assistant treasurer as directed by the board.

## ARTICLE V

### ASSESSMENTS

#### 5.1 Budget.

(a) The board shall prepare or cause to be prepared, an estimated annual budget for each fiscal year of the council. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacement, landscaping, insurance, water service, power and other common utilities, management fees, and other common expenses. Annual budgets shall also take into account and provide for a reserve for contingencies for the year and a reserve for replacements of the common elements, in reasonable amounts as fixed by the board. Any surplus or deficits in regard to previous budgets shall also be considered.

(b) The annual budget as estimated by the board for each fiscal year shall be approved by the board, and copies thereof shall be furnished to each unit owner not later than ninety days after the beginning of such year. Unless the board otherwise determines, each fiscal year shall be from the first day of January of each calendar year, beginning on January 1, 1975, to the last day of December of the succeeding calendar year. The board may designate a different fiscal year at its pleasure.

5.2 Obligation of Unit Owners. On or before the first day of the month and on each succeeding month of the year covered by the annual budget, each unit owner shall pay to the managing agent or the board or such person as the board may designate, as his respective monthly assessment for the common expenses, one-twelfth of his proportionate share of the common expenses for such year as estimated



in and shown by such annual budget. Such proportionate share for each unit owner shall be in the ratio of his respective ownership in the common elements as set forth in the declaration. The board, business coordinator, or other person authorized to collect and receive such monthly assessments shall receive and hold the same in trust as trustee for each of the unit owners and shall use, and first, pay and expend the same for the purposes authorized by said council, declaration, these bylaws or resolution of the council of co-owners, for the mutual and common good and benefit of the unit owners. The board or business coordinator may cause a statement to be sent to each unit owner for his respective assessment each month, but the failure to send or receive any such statement during any month shall not relieve the obligation or excuse the failure to pay same or any part thereof. In the event that the board shall not approve an estimated annual budget for any year, or until such time as the board approves and estimated annual budget for a new fiscal year and notifies each unit owner of such, each unit owner shall continue to pay each month the amount of his respective monthly assessment as last determined. No unit owner shall be relieved of his obligation to pay his assessments or common expenses by abandoning or not using or occupying the unit belonging to him or by waiving or abandoning his rights or privileges to use or enjoy the common elements or any part thereof, not under any other circumstances so long as his ownership continues. It shall be the duty of each and every unit owner to pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership in the common elements as set forth in the declaration, whether or not a statement for such monthly assessment is sent or received. If any unit owner shall fail or refuse to pay his prorata part of the common expenses, or any part thereof the amount thereof paid shall constitute a lien against his unit, subject to certain prior liens and subject to foreclosure as provided for in the declaration.

5.3 Supplemental Budget. In the event it shall appear to the board that the estimated annual budget for any fiscal year shall be inadequate to cover the estimated common expenses in respect to the common elements or the project property or other expenses or assessments lawfully agreed to by the council where the unit owners in accordance with the provisions of the act or declaration, then the board shall prepare or cause to be prepared a supplemental estimated budget to cover the estimated deficiency for the remainder of the fiscal year and each unit owner shall be assessed and pay his proportionate part of such supplemental annual budget in the same ratio of his percentage of common ownership in the common element as established in the declaration.

5.4 Capital Expenditures - Contracts. The board shall not approve any capital expenditures for new improvements on any part of the common elements, excluding repair or replacement of existing improvements, in excess of \$2,500.00 nor enter into contracts for more than three years, without the approval of the unit owners who in the aggregate own more than fifty percent of the common elements.



## ARTICLE VI

### RULES OF CONDUCT

#### 6.1 Adopted Rules.

(a) The unit shall be used and occupied only for the purpose or purposes authorized in the declaration. No unlawful, immoral, noxious or offensive activity shall be carried on in any unit or elsewhere on the project property, nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others.

(b) Unit owners shall not display, hang, or store any signs, clothing, sheets, blankets, laundry or other articles outside his unit; nor shall any unit owner paint or decorate or adorn the outside walls of the unit building, or install outside his unit any canopy or awning or other equipment, fixtures or items of any kind, without the written permission of the board.

(c) Each unit owner shall maintain his unit in good condition and in good repair and order, at his own expense, excepting the common elements.

(d) The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner.

(e) Trash, garbage and other waste shall be kept in sanitary containers while in any unit and shall be disposed of in the garbage disposal installations provided or as otherwise directed by the board or managing agent.

(f) No unit owner shall do anything which would change the appearance of any area outside his unit, or any part of the common elements, without the prior written consent of the board or business coordinator first obtained, and then only in the manner specified in such consent.

(g) For the protection of all units, unit owner grants the board or it's designee the authority to enter his/her unit without being deemed guilty of trespass for the purposes of inspecting, performing emergency repairs; to shut off water or take other corrective action deemed necessary. All such emergency repairs shall be at the unit owner's expense who's unit is repaired.

## ARTICLE VII

### RESOLUTIONS

7.1 Adopted Resolutions. Resolutions adopted by the board from time to time, pursuant to the declaration or bylaws or in the exercise of its duties which do not amend these bylaws need not be filed for record, but the records thereof shall be kept in the minute book, and policy manual.

## ARTICLE VIII

### AMENDMENTS

8.1 Amendments to Bylaws. These bylaws may be amended or modified from time to time by action or approval of a majority of the unit owners (as such majority is defined in these bylaws), but no amendment, change or modification shall be made which would conflict or be inconsistent with the declaration or any of its provisions, except in the manner required for amendments to the declaration. The term "majority of unit owners" or "majority of owners" as used in these bylaws and in the declaration, means the owner or owners of units who in the aggregate own more than fifty percent of the common elements as allocated to the unit owners in the declaration.

## ARTICLE IX

### MORTGAGES

9.1 Mortgages and Assessment Due.

(a) An owner who places a mortgage or other lien on his unit shall notify the board, or coordinator, if any, of the name and address of his mortgagee, and the board shall maintain such information in a book which shall be kept for that specific purpose.

(b) At the request of any mortgagee of a unit, the board or coordinator shall report any unpaid assessment due from the owner of such unit.

## ARTICLE X

### COMPLIANCE

10.1 Compliance. These bylaws are set forth to comply with the requirements of the act and the provisions of the declaration. In case these bylaws or any part thereof conflict with any of the provisions of said act or the declaration, it is hereby agreed and accepted that the provisions of the act and/or declaration shall govern and be controlling.

Adopted at the annual meeting of the owners in fee simple of The Oaks Condominium, this 29th day of December 1991.

OAKS CONDOMINIUM BOARD OF ADMINISTRATORS

BY

Claudia H. [Signature]  
President

Attest:

[Signature]  
Secretary