

BY-LAWS
of the
TREMONT MANOR HOMEOWNERS ASSOCIATION
AS AMENDED IN 2008

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ARTICLE I
NAME AND LOCATION

The name of the corporation is TREMONT MANOR HOMEOWNERS ASSOCIATION, (originally incorporated as Tremont Manor Property Owners, Association, Inc.) hereinafter referred to as the “Association.” The principal office of the corporation shall be located in Kansas City, Missouri, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. “**Association**” means and refers to the TREMONT MANOR HOMEOWNERS ASSOCIATION, INC., (originally incorporated as Tremont Manor Property Owners, Association, Inc.), its successors and assigns.

Section 2. “**Properties**” means and refers to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “**Common Areas**” means all real property owned or leased by the Association for the common use and enjoyment of the members of the Association.

Section 4. “**Lot**” means and refers to any plot of land shown upon any recorded subdivision plat relating to the Properties, excepting the Common Area.

Section 5. “**Member**” means and refer to every person or entity who holds membership in the Association.

Section 6. “**Declarant**” means the Developer entity that had been designated to act as Declarant, the Tremont Manor Development Company its successors and assigns.

Section 7. “**Developer**” means Tremont Manor Development Company and Lakey Custom Building, Inc and their respective successors and assigns.

Section 8. “**Occupant**” means the occupant of a dwelling situated on a Lot, who shall be either the Owner or a lessee pursuant to a written lease having an initial term of at least twelve months.

Section 9. “**Declaration**” means and refers to the Declaration of Covenants, Conditions and Restrictions dated November 5, 1987 recorded in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City, Missouri, as Document Number 048676 in Book 711 on Page 52.

ARTICLE III
MEMBERSHIP

Section 1. **Membership.** Every person or entity that is a record owner of a fee or undivided fee interest in any Lot or of Developer Owned Acreage, as heretofore defined, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or other land which is subject to assessment by the Association.

Section 2. **Suspension of Membership.** In accordance with Article XV of these By-Laws, during any period in which a member shall be delinquent in the payment of any annual, special or special maintenance assessment levied by the Association, or other amount due the Association, the voting rights and other rights of the member to use of the Association facilities may be suspended by the Board of Directors until such assessment or other amount due has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors to facilitate the enforcement of use restrictions and other covenants filed of record and relating to lots or other property owned by such member.

ARTICLE IV
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. **Uses and Delegations of Use.** Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property. Such member shall notify the secretary in writing of the names of such delegees. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

Section 2. **Fees, Charges and Fines.** In accordance with Article XV of these By-laws, the Association may charge reasonable admission and other fees for the use of any Association facilities situated upon the common area, and assess fines and charges for the abuse of the privilege of using the common area.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. **Number.** The affairs of this Association are managed by a five member Board of Directors.

Section 2. **Method of Nomination and Election.** Candidates for election shall file a petition of candidacy, signed by not less than three (3) members of the Association, with the Election Committee at least thirty (30) days prior to the annual meeting. The Election Committee shall provide all members with a ballot containing the names of all bona fide candidates not less than ten (10) days prior to the annual meeting. Such ballot may be provided in any manner approved by the Board of Directors which is reasonably expected to reach the members. Election to the Board of Directors shall be by secret written ballot. At such election each member (in person or by absentee ballot) may cast one vote for each director to be. Candidates receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Any tie will be broken by a run-off election.

Section 3. **Classes and Terms.** The five (5) directors shall be elected by the Members. Each director is elected for terms of two (2) years. The terms are staggered. All directors shall serve until their successors shall have been elected and qualified.

Section 4. **Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the members in person or by proxy at a meeting duly called for that purpose. In the event of death, resignation or removal of a director by a majority vote of the Members, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 5. **Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, as approved by the Board.

Section 6. **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held quarterly with notice of the time and place to be given to all directors no less than one week prior to the date of the regular meeting. All meetings, whether regular or special, member or director, shall operate under Roberts Rules of Order (most current version).

Section 2. **Special Meetings.** “ Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than twenty—four (24) hours notice to each director.

Section 3. **Quorum.** Three attending directors constitute a quorum for the transaction of business.

Section 4. **Minutes.** The Board of Directors shall keep minutes of every meeting and make these available for inspection by any Member.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have the power:

- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the general conduct of the members and their guests thereon, and to insure compliance with use restrictions and other provisions of the Declaration and any applicable Supplementary Declarations in posing duties, obligations and standards, upon the owners of lots, parcels, and other land within the Properties, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By Laws, the Articles of Incorporation, or the Declaration.
- (c) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. **Duties.** It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-third of the members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) To determine, charge, and collect the annual assessment as provided in Article XI;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence that any assessment therein stated has been paid;
- (e) To procure and maintain adequate liability insurance, and to procure and maintain adequate hazard insurance on property owned by the Association;
- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) To cause the Common Area to be maintained;
- (h) To cause the exterior of multi-family units to be maintained in accordance with the provisions of applicable Supplementary Declarations;

(i) To annually prepare a budget for the following year, subject to the following:

1. The Board may not increase without member approval the total of the Annual Budget less the Contingency Account from the prior year's Annual Budget less the Contingency Account if any, by more than the average of the Consumer Price Index, Midwest Urban, all items, for previous twelve (12) months ending June 30. If this index ceases to be available, the Board of Directors will select a similar index to replace it.

2. The Annual Budget shall contain a Contingency Account as a line item to be used only in emergencies with the consent of the majority of the Board of Directors and only to assist any Budgeted line item that might exceed budgeted parameters (such as major repair of the sprinkler system). The amount of the Contingency Account will be set annually by the Board but shall not exceed thirty percent (30%) of the total of all the other budget line items.

3. The Annual Budget shall be sent to all members and/or homeowners at least fifteen days (15) prior to the Annual Meeting.

ARTICLE VIII COMMITTEES

Section 1. **Required Committees.** The Board of Directors of the Association shall annually appoint an Elections Committee in addition to the Architectural Review Board provided in the Declaration, as follows:

(a) The Board shall appoint an Elections Committee no later than three (3) months prior to the annual meeting date. The Committee shall consist of a chairman who may not be a director, and at least four (4) members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of directors in accordance with procedures adopted by the Board.

(b) The Board of Directors shall annually appoint an Appeals Committee to discharge the duties enumerated in Article XV of these by-laws. This committee shall consist of at least five resident members who shall be appointed for terms of one year on or before November 1 of each year.

Section 2. **Other Committees.** In addition to the foregoing, the Board of Directors shall appoint other committees as appropriate in carrying out its purpose.

ARTICLE IX MEETINGS OF MEMBERS

Section 1. **Annual Meetings.** The regular annual meeting of the members shall be held each year during the month of September. All meetings, whether special or regular, annual, member, director or otherwise, shall operate under Roberts Rules of Order (most current version).

Section 2. **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-third of all of the votes of the entire membership.

Section 3. **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of the secretary of person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. **Quorum.** Unless otherwise provided in the Declaration, Articles of Incorporation or these By-Laws, the presence at the meeting of members entitled to cast, or of proxies entitled to cast twenty percent (20%) of the votes shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. **Proxies.** At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No proxy shall be voted for more than eleven months from the date signed. No proxy may be cast, in any election of directors; absentee ballots shall not be deemed to be proxies.

Section 6. **Absentee Ballots.** Members shall be entitled to cast absentee ballots for the elections of Directors. Absentee ballots may be voted by return mail. The procedure for voting of absentee ballots shall be outlined by the Election Committee, approved by the Board of Directors, and instructions mailed to each eligible voter at least 10 days prior to the election.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers.** The officers of this Association shall be a president and vice—president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. **Election of Officers.** The election of Election of Officers shall take place the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for two years unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The terms are staggered.

Section 4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Vacancies.** A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties.** The duties of the officers are as follows:

(a) **President.** The president shall preside at all the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments. No member may be nominated and/or elected to the office of President without first serving as an Director for at least one year (1).

(b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall perform such other duties as required of him by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year: and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Section 9. **Exculpation.** No director or officer of the Association shall be liable for acts or defaults of any other officer or member or of any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

Section 10. **Indemnification.** Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon

him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of having been an officer or member of the Association whether or not he continues to be such director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, and determination of such liability by the opinion of legal counsel selection by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of each person.

ARTICLE XI

ASSESSMENTS

Section 1, Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, (2) Special assessments, and (3) Special Maintenance Assessments, as provided by Article VI of the Declaration. The 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, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) **Annual Assessments.** The annual 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 Properties, and in particular for the improvements and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the buildings situated upon the Properties, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Properties and Common Area or which is to be of general benefit to the Owners and Occupants.

(b) **Special Assessments.** Special assessments may be imposed by the Board of Directors upon any Lot for the purpose of maintaining the exterior appearance thereof if the Owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or

employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

(c) **Special Maintenance Assessments.** In addition to the foregoing, the Association may levy in any assessment year uniform special assessment against Lots applicable to that year and not more than the next two (2) succeeding years, 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, including fixtures and personal property related thereto, providing that any Such assessment shall be approved by a majority at a roll call vote of members present and voting in person or by proxy at a regular or special membership meeting.

Section 3. **Annual Assessment.**

- (a) After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment for each Lot at the total of the Annual Budget (including the Contingency Account) divided by the total number of Lots.
- (b) The estimated Annual Assessment for the following year is to be presented at the Annual Meeting in September and sent to Members at least 15 days prior to the date of the Annual Meeting. The estimated Annual Assessment is to be based on all fiscal projections available at that time. This amount shall be adjusted downward by any account surplus present on December 31st, unless said surplus is applied to the Contingency Account.
- (c) The Board of Directors shall fix the amount of the Annual Assessment in early January at which time Members will be mailed an invoice for their Annual Assessment and any Special Maintenance Assessment.
- (d) The Assessments are to be paid within 30 days of the Invoice Date, and will be considered past due thereafter.
- (e) The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or other property.

Section 5. 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. Sale or

transfer of any Lot or land shall not affect the assessment lien. However, the sale or transfer of any Lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6. **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area, and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Missouri.

ARTICLE XII BOOKS AND RECORDS

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association. The Board of Directors is required to keep the following records and present them to the Members 15 days prior to the Annual Meeting:

1. Income and Expense Statement (Prior year; year to date; forecast year-end).
2. Balance sheets (Prior year; year to date; forecast year-end).
3. Budgets (Prior year; year to date; forecast year-end)
4. Proposed Budgets for the next year.

ARTICLE XIII CORPORATE SEAL

The association shall have a seal in circular form having within its circumference the words: TREMONT MANOR HOMEOWNERS ASSOCIATION.

ARTICLE XIV AMENDMENTS

Section 1. **These By-Laws may be amended:**

(a) By a majority vote of the directors at any meeting of the directors duly called for that purpose, provided notice of the meeting and the proposed amendments has been given to the directors at least fifteen (15) days prior to the meeting, or

(b) At the annual meeting of the members, by a roll call vote of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this

purpose, written notice of which shall be sent to all members not less than fifteen (15) days in advance of the meeting setting forth the purpose of the meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of conflict between the Declaration and these By- Laws, the Declaration shall control.

ARTICLE XV

MAKING AND ENFORCING RULES AND REGULATIONS

Section 1. **Scope of Rules and Regulations.** The Board of Directors may from time to time promulgate rules and regulations as hereinafter provided. Such rules and regulations shall govern the use of the Common Area and facilities, the conduct of members and their guests, compliance with restrictions and covenants filed of record and relating to the use of land or improvements within the Properties, the control of Architecture within the Properties, and other matters necessary to insuring the health, safety and welfare of residents.

Section 2. **Promulgation of Rules and Regulations.** Rules and regulations shall be promulgated by a majority vote of the duly elected members of the Board of Directors. Such action shall take place at a regular meeting of the Board of Directors at least ten (10) days subsequent to the meeting of the Board of Directors at which the rules and regulations are initially introduced for passage, provided, however, that an affirmative vote of two-thirds of the members of the Board of Directors may enact rules and regulations at the regular or special meeting at which such rules and regulations are first introduced for consideration. Within thirty (30) days of the vote of the Board of Directors enacting new rules and regulations, the secretary shall cause notice thereof, consisting of the full text of such rules and regulations, to be mailed to all members of the Association, postage prepaid, at the last known address of each such member.

Section 3. **Effective Date of Rules and Regulations.** Rules and regulations shall become effective ten (10) days after of the notice of enactment thereof is mailed in accordance with provisions of Section 2, next above.

Section 4. **Fines, Suspensions and Other Sanctions.** Members violating duly promulgated rules and regulations shall be subject to sanctions in accordance with the terms and provisions of such rules and regulations. Such sanctions may include, but shall not necessarily be limited to:

(a) Suspension from the privileges of membership, to include the right to vote and the right to use and enjoy all or part of the Common Area, for a period not to exceed ninety (90) days for each such violation.

(b) The assessment of reasonable fines, not to exceed Fifty Dollars (\$50) for each such violation. Such fines, as well as costs and attorneys fees expended in collecting fines or enforcing suspensions pursuant to Section 4(a), next above, shall be considered Special Assessments in accordance with Article VI, and shall become a lien against any lot, unit or other land owned or occupied by any violator.

(c) Reasonable directives of a mandatory or prohibiting nature concerning courses of conduct or material, equipment, structures or property, including, but not limited to:

(1) Prohibitions on the use of specified equipment, vehicles, watercraft or devices in or around the Common Area.

(2) The removal of structures failing to conform to architectural control guidelines, or vehicles parked or stored on lots or land within the properties in violation of restrictive covenants, rules and regulations.

(3) The imposition of Special Assessments to pay the costs of removing, and if necessary storing, unauthorized vehicles, boats or structures from lots or other land.

(4) Prohibitions on certain members engaging in specified activities, authorizing the use of the Common Area by specified guests, or otherwise exercising privileges within the Properties which have previously jeopardized the health, safety or welfare of the members.

(d) Other reasonable actions by the Board of Directors which are specified in the rules and regulations promulgated by the board and which bear a reasonable relationship to the violation for which the sanction is imposed.

Section 5. Procedure for Imposing Sanctions. Whenever violations of rules and regulations promulgated by the Board of Directors justify the imposition of sanctions pursuant to Section 4, next above, such sanctions shall be imposed only in accordance with the following procedure:

(a) When a member has committed a single offense justifying the imposition of sanctions, he or she shall be given written notice of the alleged offense(s), and the sanction to be imposed, by the Board of Directors.

(b) The member shall have ten (10) days following receipt of the notice required by Section 5(a) to request a hearing in front of the Appeals Committee. Such request shall be made in writing to the Board of Directors. If such a hearing is not requested all sanctions specified in the notice shall be effective upon the expiration of the 10-day period.

(c) If a hearing before the Appeals Committee is requested, it shall be held at the next scheduled meeting of the Committee from the receipt of the request from the Board of Directors. At the hearing the member(s) shall be allowed to be present and represented by counsel. He or she may present evidence, call and examine witnesses and cross examine witnesses called for the purpose of establishing the violation(s) alleged.

(d) The Appeals Committee shall make a preliminary decision concerning the existence of violations as alleged, and the appropriate sanctions to be imposed. This preliminary decision shall be in writing and forwarded to the member within five days of the hearing.

(e) The member shall have ten (10) days, following receipt of the preliminary decision of the Appeals Committee, in which to request a hearing before the Board of Directors. Such request shall be made in writing to the Board of Directors. If a hearing before the Board of Directors is requested the preliminary decision shall be stayed. If no hearing is requested the preliminary decision shall become final and the sanctions recommended

therein shall be effective ten (10) days after the delivery of the preliminary decision to the member(s).

(f) If a hearing is requested before the Board of Directors, it shall be held at the next regular meeting of the Board, or at a special meeting called before the next regular Board meeting. At such hearing the Board of Directors shall receive and consider the preliminary decision of the Appeals Committee and any testimony or other evidence which the member(s) desire to present.

(g) Within five days of the hearing the Board of Directors shall render a written decision and cause it to be served on the member(s) personally or by registered or certified mail. The decision shall specify the rules and regulations which have been violated, the acts constituting such violations and the sanction or sanctions imposed. At the option of the Board, the preliminary decision of the Appeals Committee may be adopted by reference as the decision of the Board.

(h) Upon receipt of the decision of the Board of Directors by the member(s) the sanctions contained therein shall be effective.

Section 6. Enforcement of Sanctions. All members are deemed to have given their implied consent to the authority of the Association to impose reasonable rules and regulations upon them and their licensees and guests when they purchased or occupied property subject to the Declaration. Such consent includes the right of the Association to suspend or curtail access to the Common Area and impose fines and other reasonable sanctions for the violation of duly promulgated rules and regulations. Failure to abide by such sanctions may therefore result in:

(a) Civil actions for trespass, injunction, or other appropriate relief.

(b) Criminal prosecution for trespass or other appropriate offenses.

Section 7. Penalty for Disregarding Sanctions. In addition to the methods enumerated in Section 6, next above, for enforcing sanctions, each day during which a member disregards or fails to comply with duly imposed sanctions shall be regarded as a new and separate violation of the rules and regulations of the Association and shall, upon notice and hearing, as hereinbefore provided, result in a fine or suspension equal to the total fine or suspension, if any, originally imposed against the member(s) disregarding such sanctions.

ARTICLE XVI

MISCELLANEOUS

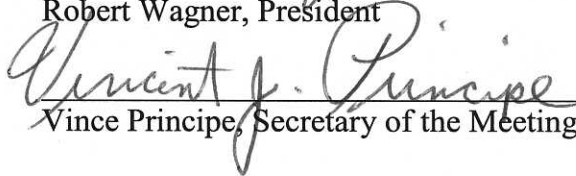
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year.

CERTIFICATE

We, the undersigned, hereby certify that we acted as president and secretary, respectively of a meeting of the Members of the above corporation held on the 30th day of September, 2008 at which the foregoing these Amended Bylaws were duly adopted by the majority of the Members attending in person or by proxy at a meeting duly called for that purpose as and for the bylaws of the Tremont Manor Homeowners' Association, and hereby further certify that the foregoing constitute the new Bylaws of said corporation.



Robert Wagner, President



Vince Principe, Secretary of the Meeting

Dated: 11-15-2008