

**By-laws  
of  
Breezy Knoll Association, Inc.**

**Revised and adopted June 26, 1983  
Revised and adopted July 8, 1990  
Revised August 24, 2003  
Revised June 27, 2010  
Revised September 25, 2015  
Revised December 15, 2019  
Revised June 28, 2020  
Revised August 25, 2024**

## **HISTORY OF AMENDMENTS**

June 26, 1983

- Revised and Adopted

July 8, 1990

- Article VIII amended to require meetings on Sunday.

August 25, 1991

- Article XI amended to add Water Supply Committee.

August 7, 1998

- Article III §1 (b) amended to require the member (not the secretary) to furnish by-laws to tenant.
- Article IV amended. Title changed to “Sale and/or Transfer...”
- Section 1 amended to require provision of proposed contract of sale.
- Section 2 added.
- Section 3 renumbered.
- Article V amended to require provision of Mandatory Expense Budget at least one week before the annual meeting.
- Article VIII §1 amended to set membership meeting for Sunday before the July 4th weekend.
- Article IX §1 amended to empower the board to promulgate rules and regulations.
- Article XI amended to rename and add committees.
- Article XIV amended to bind members to by-laws upon their approval by the Association.

June 27, 2010

- Article VII §7 amended to allow voting by show of hands or email.
- Article VIII §4a and §4b amended to allow notice of meetings to be given by email or facsimile.
- Article VIII §4b amended to require notice of meetings to members not in residence to such address as may be on record.
- Article III §2 amended to prohibit commercial signs within Breezy Knoll other than on the roadside.
- Article V amended with the following: For the purpose of assuring the continued preservation and protection of the real property of the Association the budget shall include a contingency fund to be

maintained at a sum of \$10,000 to enable a speedy response to emergencies which cause or threaten to cause immediate harm to the use and enjoyment of the real property and its appurtenances including, without limitation, the pump house, the water supply distribution system, the sewage system, the trees, the docks, the tennis court as the Board of Directors in its sole discretion may determine to be necessary. The term “emergencies” is intended and understood to exclude the usual and customary maintenance of the Association real property and its appurtenances. The initial funding of the contingency fund and its replenishment shall be included as a line item in our annual budget.

September 25, 2015

- Article I §2 amended to remove “to collect.”
- Article IV §1 amended to remove “sent by registered mail, return receipt requested.”
- Article VIII §1 amended to specify that “A membership meeting shall be held before the July 4th weekend as determined by the President.”
- Article VIII §2 amended to specify that “An annual meeting shall be held on the third or fourth weekend of August each year as determined by the President.”
- Article IX §1 and §2 amended to add “a member’s child who is at least eighteen...”
- Article X amended to remove gender-specific references.
- Article XI amended to update the list of committees and the committees’ responsibilities.

December 15, 2019

- Article III amended to update the preamble.

June 28, 2020

- Amended pronouns and added email as method of communication throughout document.
- Article I, §2 amended “may be made” to “have been made” in terms of water supply and distribution arrangements.
- Article II amended to change membership procedures and termination, remove resignation clauses, and add membership form obligation.

- Article III, §1 (b) amended to add additional rental restriction for the off-season and request for additional contact info. for tenants.
- Article III, §2 overall subsection letter changes to reflect new clauses.
- Article III, §2 (c) added new clause restricting homes to not exceed two stories.
- Article III, §2 (f) added new clause restricting use of golf carts or electric vehicles.
- Article III, §2 (h) added new clause for homeowners to notify Board and immediate neighbors about construction plans.
- Article III, §2 (i) added new clause for a Construction Bond and other damage repair procedures.
- Article III, §2 (k) added new clause for homeowner's insurance liability obligation.
- Article IV, §1 & §2 amended to specify procedures for new membership form; and adding mandated post-closing meeting with new buyers.
- Article V amended to remove dues payment options.
- Article VIII amended to change Bantam to Morris.
- Article VIII, §9 amended to limit the number of proxies a member can hold to two.
- Article X, §6, added language for Secretary's distribution of minutes within two weeks of a meeting.
- Article XI amended to remove maximum allowable number of committee members.

August 25, 2024

- Article VIII, §2 amended to change the Annual Meeting from August to October.

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## **ARTICLE I NAME AND PURPOSES**

### **Section 1. Name and Identification:**

The name of the Association shall be BREEZY KNOLL ASSOCIATION, INC., hereinafter referred to as the "Association". Breezy Knoll is a tract of land situated in the Town of Morris, County of Litchfield, State of Connecticut, described on a certain map entitled "Map of portion of Breezy Knoll, Bantam Lake, Morris, Connecticut, Scale 1"-40', December 29, 1960, Douglas C. Little, Surveyor", a copy of which is attached hereto. When used herein, the words "Breezy Knoll" shall be deemed to refer to the aforementioned lands, together with such other lands which the Association now owns and may from time to time acquire.

### **Section 2. Purposes:**

(a) To maintain, preserve and protect the real property and the appurtenances thereto owned by the Association, including the pump House, the rights of way, the recreational facilities and the parking areas.

(b) To supply and distribute water to the members of the Association (and others with whom suitable arrangements have been made); to dispose of garbage of the members; to preserve and cut grass on the grounds of the Association and of the members; to care for and preserve the trees of the Association and its members; and to maintain the beaches and docks.

(c) To foster, promote and arrange social and recreational activities for the members of the Association.

## **ARTICLE II MEMBERSHIP**

### **Section 1. Membership:**

(a) Membership in the Association is restricted to Breezy Knoll homeowners and all Breezy Knoll homeowners must be members of the Association.

(b) The owner or owners of a home in Breezy Knoll shall be limited to one membership in the Association and one membership has one vote by reason of such ownership.

(c) Association membership is limited to 20.

### **Section 2. Membership Procedures:**

All Breezy Knoll homeowners are required to be members of the Association or to become members when they acquire their homes, and all Breezy Knoll homeowners are bound by the Association's by-laws and rules. Prior to becoming a Breezy Knoll homeowner (whether by gift, purchase, inheritance, or otherwise), the prospective homeowner shall be provided with a Membership Form and copies of the Association's by-laws and rules by the Secretary of the Association. The prospective homeowner shall sign and return by certified mail or the equivalent, the completed Membership Form to the Secretary prior to or at closing.

The Membership Form shall include the name of the owner of record of the home, the names of anticipated occupants, contact information, and an acknowledgement of receipt of the by-laws and rules and the homeowner's agreement to follow them.

### **Section 3. Termination of Membership:**

A membership is only terminated at the point in time when the member or their estate or heirs no longer owns a real estate interest in property located in Breezy Knoll. Termination is effective immediately upon the happening of this circumstance.



## **ARTICLE III RIGHTS AND OBLIGATIONS OF THE MEMBERS**

Established in 1960, the Breezy Knoll Association is dedicated to preserving the neighborly quality of life shared by our community of twenty households while conserving the natural beauty of the community's setting on Bantam Lake. The Association relies on the active involvement of its members to achieve these goals. Member volunteers serve on the board and committees to maintain the common facilities (including the waterfront, tennis court and parking areas), care for the grounds, handle finances and coordinate social activities. We wish to continue this tradition; therefore the following rights, obligations and privileges will be followed:

### **Section 1. Rights and Privileges:**

(a) The use and enjoyment for themselves, their families and guests of the physical facilities and services, the social, recreational, athletic and educational properties owned and/or operated by the Association during such times and under such conditions as shall be provided for by the rules and regulations to be promulgated from time to time by the Association. All rules and regulations which have been or will be adopted by the Board of Directors and attached hereto shall be deemed to be incorporated herein and made a part hereof.

(b) Renting Regulations: Effective upon the commencement of the 2021 summer season, no home shall be rented more than once during the summer season and more than once during the off-season (two rentals total). No home shall be rented for less than two consecutive weeks during the summer season. There is no minimum on any rental outside the summer season. For the purposes of this provision, the summer season shall be defined as Memorial Day weekend through September 30; the off-season shall be defined as October 1 through the Friday before Memorial Day weekend.

The tenant, their family and guests may enjoy the privileges of a member, provided the tenant, their family and guests comply with and observe all the rules and regulations of the Association. A member renting their home shall give written notice prior to the effective date of the rental to the Secretary of such renting and shall

state the name and address, telephone number and email of the tenant, and the period of tenancy. The member shall give the tenant a copy of these by-laws and the rules and regulations of the Association. The Secretary shall notify the members of the community as to the renters.

**Section 2. Obligations and Restrictions:**

(a) All the provisions affecting the use and enjoyment of the property of the Association of the membership contained in the deed from Anna Weiss and Theodore Weiss to the Association dated November 20, 1960 and recorded in Morris Land Records on January 17, 1971 in Vol. 26, Page 461, a copy of which is attached to these By-Laws, are incorporated herein and shall be binding upon all the members of the Association.

(b) All houses shall be white with green trim.

(c) No house shall be built or renovated to exceed two stories. Any living space above the first story shall be considered a second story.

(d) All cars shall be parked in designated areas only. No roads shall be built on Breezy Knoll property.

(e) No cars or trucks may go on Breezy Knoll property where there is risk of damage to the grounds. In no case should a vehicle be allowed on the property between June 15 and September 15 except for emergency vehicles. Any householder whose repairs create damage is responsible for repair of said damage.

(f) Golf carts or small electric vehicles should only be used when necessary for transporting an owner, family member or guest who is mobility-impaired.

(g) No major repairs or alterations (except for emergencies) can be made between June 15 and September 15.

(h) Prior to scheduling construction, homeowners must notify the Board and consult with immediate neighbors about plans for construction.

(i) Owners are responsible for preventing any damage to the Breezy Knoll grounds, bushes and trees when doing any renovation or construction. Prior to any work starting, the owner must give the Treasurer \$500 to set up a Construction Bond in escrow.

Any damage to the property must be repaired by the owner to its original state or reasonable equivalent. The owner remains liable for all damage, whether or not covered by the bond. Prior to starting the repairs, the plan must be shared with the Grounds and Tree committee chairs for their review. In the event that the property is not repaired to the satisfaction of the Grounds and/or Tree Committee(s), those committee chairs can effectuate additional repairs with their vendors from the owner's \$500 Construction Bond. The Board will adjudicate any disputes.

(j) No commercial signs are allowed within Breezy Knoll other than on the roadside.

(k) Owners are obligated to carry Homeowner's insurance liability coverage.

(l) Failure of a member or renter to adhere to the rules will make the owner subject to review of the Board of Directors which by unanimous vote, shall have the power for good cause to determine that a member is not in good standing. Such a member may be denied membership privileges; that is the use of facilities.

**ARTICLE IV  
SALE AND/OR TRANSFER OF PROPERTY  
AND PRE-EMPTIVE RIGHT OF THE ASSOCIATION**

**Section 1.**

Any member who has a bona fide, acceptable offer to sell their property shall notify the President and/or the Secretary of the Association in writing stating the name and address of the prospective purchaser together with a copy of a proposed contract of sale stating the price and all the terms and conditions of sale and offering to sell the property to the Association, which shall have the pre-emptive right of purchase, for the same price and on the same terms and conditions as the proposed sale, and the Association shall have the right to accept the offer within thirty (30) days from its receipt (herein called the pre-emptive right period). Acceptance must be in writing duly and properly authorized and signed by the President or other authorized officer and sent by registered mail, return receipt requested, to the offeror. The sale will be consummated within thirty (30) days from the date of acceptance. If the Association does not exercise its right to purchase according to the provisions contained herein, the owner shall be free to sell the property to their prospective purchaser, and if such sale is not consummated to the prospective purchaser for the price and on the terms and conditions contained in the offer to the Association, within three (3) months from the end of the pre-emptive right period, then, the Association's pre-emptive rights shall be restored and no sale shall be made without again complying with the provisions and procedure outlined herein relating to the sale by the owner of their property.

A member who sells their property must also simultaneously with the sale, sell and assign to the new owner any interest they may have in any property which the Association has acquired and the new owner must assume any and all obligations accruing after their acquisition, for installments of purchase price or other assessments which were theretofore duly imposed by the Association.

A prospective purchaser shall be given a copy of the by-laws, all association rules and regulations, and a new membership form prior to the sale. The purchaser shall be deemed bound by the by-laws and rules. A meeting, after the closing and as soon as

convenient to all parties, must take place between the new owner(s), a Board member and non-Board member to go over the by-laws and rules, as well as answer any questions.

**Section 2.**

Any member of the association may convey the property to a child or grandchild by way of a lifetime gift or by will. Notification of such transfer should be given to the association within 30 days of such transfer. The right to vote as provided by these by-laws shall be vested in the owner of record (being understood that each house has only 1 vote).The new homeowner must sign and return the membership form to the Association as soon as possible after becoming the owner.

**Section 3.**

Each member of this Association, their family, guests, tenants and the family and guests of tenants shall exercise all easements, rights and privileges with utmost care and with due regards to the rights of other members and shall, at their own cost and expense, restore as nearly as is practicable to its former condition any of the properties of any other member or of the Association which may be damaged or destroyed by the member, their family, guests, tenants and the family and guests of tenants, through their exercise of said easements, rights and privileges.

**ARTICLE V**  
**MANDATORY ANNUAL EXPENSE BUDGET**

The Board of Directors shall prepare and present to the membership, at least one week before the annual meeting, a Mandatory Expense Budget for a twelve (12) month period, for the necessary estimated costs and expenses of carrying out the purposes as set forth in subdivisions (a) and (b) of Article I of Section 2. The budget shall be adopted, if approved by the affirmative vote of a majority of the entire membership. Each member shall be obligated to pay an equal share of the budget.

For the purpose of assuring the continued preservation and protection of the real property of the Association, the budget shall include a contingency fund to be maintained at a sum of \$10,000 to enable a speedy response to emergencies which cause or threaten to cause immediate harm to the use and enjoyment of the real property and its appurtenances including, without limitation, the pump house, the water supply distribution system, the sewage system, the trees, the docks, the tennis courts as the Board of Directors in its sole discretion may determine to be necessary. The term “emergencies” is intended and understood to exclude the usual and customary maintenance of the Association real property and its appurtenances. The initial funding of the contingency fund and its replenishment shall be included as a line item in our annual budget.

**ARTICLE VI  
OPTIONAL OR CAPITAL BUDGET**

An Optional or Capital Budget, providing for any expenditures other than the necessary costs and expenses including the Mandatory Annual Expense Budget, may be prepared and if approved by the Board of Directors may be presented, together with a definitive statement of the specific purposes therefore, to the membership at an annual or special meeting. At least four-fifths (4/5) of the affirmative votes of all members shall be required for the approval of any such budget. If approved, each member shall be assessed for and shall be obligated to pay an equal amount of such budget.

**ARTICLE VII  
ENFORCEMENT AND COLLECTION OF CHARGES  
AND ASSESSMENTS AND OTHER REMEDIES**

The Association may take appropriate legal proceedings to enforce any amounts owed by any member pursuant to any provision of the by-laws and/or rules, including but not limited to the payment by a member of their share of the Mandatory Annual Expense Budget and of the Optional or Capital Budget. In addition, the Association, by the vote of two-thirds (2/3) of the members, may prohibit a member in default, his family, guests, tenants, tenant's family and guests, from using and enjoying the properties and facilities of the Association during the period of default.

## **ARTICLE VIII MEETINGS AND VOTING RIGHTS**

### **Section 1. Time and Place of Meeting:**

All meetings, whether regular or special, may be held at Breezy Knoll, Morris, Connecticut, or at such place within or without the State as may be designated by the Board of Directors.

A membership meeting shall be held before the July 4<sup>th</sup> weekend as determined by the President.

### **Section 2. Annual Meeting:**

An annual meeting of the members shall be held in October each year as determined by the President, for the purpose of electing Directors and Officers, the adoption of the Mandatory Annual Expense Budget and for the transaction of such other business as may come before the meeting.

### **Section 3. Special Meetings:**

Special meetings of the members may be called at any time by the President or by the Board of Directors and shall be held at a time and place to be designated in the notice of meeting. Upon the written request of members having not less than five (5) votes, the President shall call a special meeting for the purpose specified in such request and cause notice thereof to be given. If the President shall not call the meeting within fifteen (15) days after receiving the request, the members requesting it may call such meeting.

### **Section 4. Notice of Meetings:**

Notice of meetings shall be given as follows:

(a) The notice of each annual meeting provided for in Section 2 of this Article may be given by or at the direction of the President or Secretary by email, facsimile, or in writing, delivered personally or by mail to each member entitled to vote at such meeting, addressed to Breezy Knoll, Morris, Connecticut, or at such address as may be on record by members not in residence at Breezy Knoll, not less than seven nor more than fifty days prior to such meeting.

(b) A notice of special meeting shall be given by or at the direction of the President, the Board of Directors, or the persons entitled to call the same as provided in Section 3 of this Article. During the months of July and August, such notice shall be by



email, facsimile, or in writing and given by mail or personally to each member entitled to vote at such meeting, addressed to Breezy Knoll, Morris, Connecticut or to members not in residence at such address as may be on record at least seven days prior to such meeting. During the remaining ten (10) months, such notice shall be given by email or mail, addressed to the winter residence of each member not less than ten nor more than fifty days prior to the meeting.

(c) Each notice of meeting shall state the place, day and hour of the meeting.

(d) The purpose or purposes for which a special meeting is called shall be stated in the notice thereof and no other business shall be transacted at such meeting.

### **Section 5. Quorum and Adjournment:**

(a) Not less than a majority of all members shall constitute a quorum for any meeting, except in those cases where a greater number of votes is required under the law or by these by-laws, in which event, such larger number shall constitute a quorum.

(b) A majority of the voting power of the members entitled to vote represented at a meeting, may adjourn such meeting from time to time.

### **Section 6. Required Vote:**

Except as is otherwise required by law or by these by-laws, the affirmative vote of a majority of all members shall be the act of the Association.

### **Section 7. Manner of Voting:**

All voting shall be by ballot, show of hands, or email.

### **Section 8. Voting Rights:**

Each owner in good standing shall be entitled to one vote on each matter submitted to a vote of members.

### **Section 9. Proxies and Revocation:**

(a) A member may vote by proxy which must be in writing naming the proxy, signed by the member and filed with the Secretary at the meeting at which it is exercised.

(b) A proxy shall not be valid after one month from its date of

execution unless it is limited to a particular meeting which was either not held or adjourned, in which event, it shall be valid after the expiration of one month following the date of execution with respect to all matters which may be considered at such meeting when held or reconvened.

(c) A proxy shall be revocable at will, but revocation shall not affect any vote or other action theretofore taken. The Association may treat any duly executed proxy as not revoked and in full force and effect until it receives a duly executed instrument revoking it, or a duly executed proxy bearing a later date, or, in case of death or incapacity of the person executing the same, until written notice thereof.

(d) A member can hold no more than two proxies.

## **ARTICLE IX DIRECTORS**

### **Section 1. General Powers:**

The activities, property and affairs of the Association shall be managed by a Board of Directors, all of whom shall be members or spouses of members, or a member's child who is at least eighteen or residential parents of the member from whom the title was derived. The board shall have the power to promulgate the rules and regulations for the association.

### **Section 2. Number and Tenure:**

The number of Directors shall be seven (7), four (4), of whom will be the President, the Vice President, the Secretary and the Treasurer. Two (2) additional Directors shall be elected for a term of two (2) years; one (1) additional Director shall be elected for a term of one year; provided, however, that an outgoing President shall automatically be a Director for one year next succeeding the expiration of their term of office. A spouse of a member, a member's child who is at least eighteen, and the resident parents of the member from whom title was derived, shall be eligible to hold office as an Officer and Director. A member and spouse, or such resident parent, shall not be eligible to hold positions of officer and/or director simultaneously. Vacancies caused by death, resignation or removal from office shall be filled by the remaining members of the Board for the unexpired term of such vacancy.

### **Section 3. Removal:**

Any member of the Board of Directors or Officer may be removed at any time with or without cause by the affirmative vote of three-quarters (3/4) of the members at a special meeting called for such purpose.

### **Section 4. Regular Meetings of the Board:**

Regular annual meetings of the Board of Directors shall be held without need of notice, immediately before or after and at the same place as the annual meeting of members.

**Section 5. Additional Meetings of the Board:**

Additional meetings of the Board may be called at any time on five (5) days notice by the President or upon the written request of any two (2) members of the Board to the President unless the meeting is held during the months of July and August at Breezy Knoll, in which event a meeting may be held on 48 hours notice.

**Section 6. Quorum and Voting:**

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board and the vote of the majority of all the Directors shall be required for the adoption of any resolution unless a larger number is required by law or by these by-laws.

## **ARTICLE X OFFICERS**

### **Section 1. Officers:**

The officers shall be a President, a vice President, a Secretary and a Treasurer. No two offices shall be held by one person.

### **Section 2. Election and Term of Office:**

The officers of the Association shall be elected annually at the regular annual meeting.

Each officer shall hold office for one (1) year and may hold office until a successor has been duly elected.

### **Section 3. President:**

The President shall be the principal executive officer of the Association and shall in general, supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws or by statute to some other officer or agent of the Association; and in general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

### **Section 4. Vice President:**

In the absence of the President or in the event of the President's inability or refusal to act, the Vice President 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. The Vice President shall perform such other duties as from time to time may be assigned by the Board of Directors.

### **Section 5. Treasurer:**

The Treasurer shall have charge and custody of, and be responsible for all funds of the Association; receive and give receipts

for moneys due and payable to the Association from any source whatever, and deposit all such moneys in the name of the Association in such bank or trust company as the Board of Directors may designate. The Treasurer shall, in addition, perform all other duties incident to such office as from time to time may be assigned by the President or the Board of Directors. If requested by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine, provided, however, the annual premium for said bond shall be paid by the Association.

**Section 6. Secretary:**

The Secretary shall keep the minutes of the meetings of the members of the Board of Directors and the minutes of Association meetings in one or more books or electronic repositories provided for that purpose and distribute Association meeting minutes to the entire community within two weeks of each meeting; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the Association records and of the seal of the Association; keep a register of the post office addresses and other contact information of each member which shall be furnished to the Secretary by such member; and in general, perform all duties incident to the office of Secretary and such duties as from time to time may be assigned by the President or the Board of Directors.

**Section 7. Assistant Treasurers and Assistant Secretaries:**

The members of the Association may designate an Assistant Treasurer and an Assistant Secretary who shall perform such duties as may be assigned to them by the Board of Directors.

## **ARTICLE XI COMMITTEES**

There shall be the following committees:

- Grounds Committee
- Parking Committee
- Tree Committee
- Playground Committee
- Waterfront Committee
- Tennis and Hand Ball Committee
- Water Supply Committee
- By-Law Committee
- Nominating Committee
- Sanitation Committee
- Legal Committee

Each Committee shall consist of not less than two (2) members, (which includes for this purpose spouses of members, or resident parents of members from whom title was derived), one of whom shall be the Chair. The Chair and members of the Committee shall be appointed by the President at the annual meeting of the membership. Each Committee member shall hold office until the next annual meeting of the members of the Association and until a successor is appointed. Any vacancy in any Committee shall be filled by the President. Each Committee may adopt rules for its own government not inconsistent with these by-laws or with the rules adopted by the Board of Directors.

The Grounds Committee shall supervise the care and maintenance of the grounds with a view towards the preservation of the life and beauty of the lawns, hedges and bushes.

The Parking Committee shall supervise the care and maintenance of the shed and parking areas.

The Tree Committee shall see to the preservation, life and beauty of the trees.

The Playground Committee shall supervise the care and maintenance of playground equipment.

The Waterfront Committee shall supervise the care and maintenance of the docks and waterfront properties of the

Association and shall make recommendations to the Board of Directors for the use of such docks and waterfront properties.

The Tennis and Handball Committee shall supervise the care and maintenance of the tennis and handball courts and promulgate such rules and regulations as it deems necessary to further the safety and comfort of the members in the use thereof.

The Sanitation Committee shall arrange and supervise the removal of garbage.

Each Committee shall make such reports and recommendations to the Board of Directors as it deems necessary to accomplish its purposes.



**ARTICLE XII  
BOOKS AND RECORDS**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceeding of its members, Board of Directors and Committees having any of the authority of the Board of Directors. All books and records of the Association may be inspected by any member, or their agent or attorney, for any purpose at any reasonable time.

**ARTICLE XIII  
AMENDMENTS OF THE BY-LAWS**

These by-laws may be altered, amended or repealed in whole or in part and new by-laws may be adopted by a vote of four-fifths (4/5ths) of the members of the Association voting in person or by proxy at any regular or special meeting called for such purpose. Notice of meeting called for such purpose shall be given in writing not less than ten (10) days prior to the date of such meeting.

**ARTICLE XIV  
RATIFICATION**

Upon approval of these by-laws by the association, all of its members shall be deemed bound by them.