

## Cove Landing Bylaws

At closing you should have received an official copy of the Articles of Incorporation, Covenants and Bylaws pertaining to Cove Landing.

### Bylaws of Cove Landing Property Owners Association

#### Article I

##### Statement of Purpose

The Cove Landing Property Owners Association Inc. is a non-profit incorporated association whose sole purpose is to promote and maintain the quality of life in Cove Landing Subdivision for the benefit of all who live here. The association, through its elected 5 member Board of Directors, aggressively attacks any and all issues that may or do threaten our community.

The Association's efforts to maintain the residential nature of Cove Landing Property Owners Association are funded by annual dues of \$50.00 per lot per year. The money collected by the association's annual dues is used to pay for legal representation, mailers, and newsletters on important issues, meetings of the association, our web site, and maintenance of the front entrance or other approved expenses.

#### Article II

##### Definitions

Association shall mean and refer to Cove Landing Property Owners Association Inc., its successors and assigns.

Board of Directors shall mean those persons elected or appointed and acting collectively as the Board of Directors of the Association.

Building shall mean and refer to a residential structure, out-building constructed or erected on the property.

Common Elements shall mean all real property owned or leased by the Association for the common use and enjoyment of the members of the Association.

Common Expenses shall mean and include:

- a) All sums lawfully assessed by the Association against its Members.
- b) Payments or obligations to reserve accounts established and maintained pursuant to this Declaration.
- c) Expenses of administration, maintenance, repair or replacement of the Common Elements and Limited Common Elements, as well as access easements to real property owned by the Association.
- d) Expenses declared to be Common Expenses by the provisions of this Declaration or the Bylaws.
- e) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase or as the Association may deem appropriate to purchase.
- f) Ad valorem taxes and public assessment charges lawfully levied against Common Elements.
- g) Operating and maintaining any storm water drain now or here after constructed in the Subdivision that are not or will not be under the direct supervision of the State or County.
- h) The expense to maintain the landscape at front entrance.
- i) Expenses agreed by the members to be common expenses of the Association.

Declarant shall mean and refer to Cove Landing Properties Owners Association Inc., its successors and assigns, to whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as Declarant may impose.

Limited Common Element shall mean those portions of the Common Elements that serve only a single Lot or a limited number of Lots, and which may include, but specifically not limited to, driveways, walkways, parking areas or areas serving only specified Lots, and such other similar areas as may be designated by a subdivision map of the Property of the Association.

Lot shall mean and refer to any separately numbered plots of land as shown on the Subdivision Plats.

Subdivision Plats shall mean and refer to the map or plat in Cove Landing Subdivision, filed for record in the Pope County Courthouse in Russellville, Arkansas or any amendment thereto or replat thereof, and any map or plat of any subdivision or part thereof which may become subject to the jurisdiction of the Association.

Living Unit shall mean and refer to a single-family residence and its attached or detached garage situated upon a lot.

Owner shall mean and refer to the record owner, whether one or more persons or entities, or the fee simple title to any Lot, with the Properties, including contract sellers, but excluding those having interest merely as security of the performance of an obligation.

Member shall mean and refer to every person or entity that holds membership in the Association.

Person shall mean and refer to any individual, corporation, partnership, association, trustee or their legal entity.

Property shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## Article III

### Property Rights

Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Elements together with and including the right of access, ingress and egress, both pedestrian and vehicular, on and over the drives, walkways and parking areas of the Common Elements, all of which shall pass with the title to every Lot, subject to the following provisions;

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational or other similar facility situated upon the Common Elements.

b. The right of the Association to suspend the voting rights and the right to use the recreational or other Common Element facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.

c. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common Elements and facilities and in aid thereof to mortgage the Common Elements, and the rights of such mortgage in the Common Elements shall be the right of the Association in accordance with its Articles of Incorporation or bylaws. To impose rules and regulations for the use and enjoyment of the Common Elements and improvements thereon, which rules and regulations may further restrict the use of the Common Elements and to create Limited Common Elements.

The Association shall also have the authority, through the Board of Directors to establish, fix and levy a special assessment on any Lot or Living Unit to secure the liability of the Owner thereof to the Association arising from breach by such Owner of any of the provisions of the Declaration which breach shall require date expenditure of time and money or both, by the Association for repair or remedy.

Each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the Association of the Lot described in such conveyance to him within ten (10) days of the due date as established by the Board and further covenants that if said assessment shall not be paid within thirty (30) days of the due date, the amount of such assessment shall be in default and become a lien upon said Owner's Lot as provided herein and shall continue to be such lien until fully paid.

## Article IV

### Membership, Voting, Quorum, Proxies

1. **Membership-** Any person on becoming an Owner of a fee or undivided interest in any Lot shall automatically become a member of this Association and be subject to these by-laws, provided, however, that any person or entity holding an interest in any such Lot merely as security for the performance of an obligation, shall not be a Member. Such membership shall terminate without any formal Association action whenever such person ceases to own a lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Properties during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or they may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2. **Voting Rights-** the Association shall have a single class of membership with one vote for each Lot. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Mortgage holders or persons holding an interest in a Lot merely for security shall not be entitled to a vote. The Board may suspend voting privileges, on reasonable notice, for Members delinquent more than 30 days in payment of assessments or related sums due the Association during the period of such delinquency only.

3. **Quorum-** The quorum and procedures required for any action authorized herein above shall be as follows: Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members or delivered to their residences, not less than ten (10) days in advance of the meeting. At the annual meeting in January, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4. **Proxies-** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before vote is taken on any matter on which the proxy is to be exercised.

## Article V

### Administration

1. Association Responsibilities- The Owners of the Lots will constitute the Association Lot Owners, hereinafter referred to as Association, who will have the responsibility of administering the Common Facilities through a Board of Directors.
2. Place of Meetings- Meetings of the Association shall be held at such place as the Board of Directors may determine.
3. Regular Meetings- There shall be at least two (2) regular meetings per fiscal year. In the sixth month of the fiscal year there shall be a meeting. In the eleventh month of the fiscal year there shall be a meeting for the election of new board members.
4. Notice of Meetings- Notice of all meetings shall be announced at least ten (10) days prior to each meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.
5. Adjourned Meeting- If any meeting of Owners cannot be organized because quorum has not attained the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.
6. Order of Business- The order of business at all meetings of the Owners of Lots shall be as follows:
  - a) Roll call
  - b) Proof on notice of meeting or waiver of notice
  - c) Reading of minutes of preceding meeting
  - d) Reports of officers
  - e) Reports of committees
  - f) Unfinished business
  - g) New business

## Article VI

### Board of Directors

1. Number and qualifications- Subject to the provisions of Article I and Board of Directors composed of from 5 to 7 persons shall govern the affairs of this Association. The Board of Directors shall be initially composed of five (5) Persons. The number of directors may be changed to not less than five, nor more than seven (7), by amendment to these bylaws on vote of the membership.
2. Powers and Duties- The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential development. The Board of Directors may do all such acts and things which the Association may do and which are not by these bylaws

or by the Declaration of Restrictive Covenants and Conditions for Cove Landing Property Owners Association directed to be exercised and done by the Owners.

3. Other Powers and Duties- The Board of Directors shall be empowered and shall have the duties as follows:

- a) To administer and enforce the covenants, conditions, restrictions, use limitations, obligations and all other provisions set forth in any declaration of covenants, conditions and restrictions applicable to the Properties or any part thereof.
- b) To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Common Facilities, with the right to amend same from time to time, including such rules and regulations relating to traffic and parking as may be deemed necessary or convenient. A copy of such rules and regulations shall be delivered to, or mailed to, each Member promptly upon the adoption thereof.
- c) To keep in good order, condition and repair all the Common Facilities and all items of personal property of the Association used in the maintenance and enjoyment of the properties.
- d) To insure and keep insured all the insurable Common Facilities in an amount equal to their maximum replacement value. Further, to obtain and maintain comprehensive liability insurance covering the entire premises. To obtain on behalf of the Association, insurance providing protection against all errors, omissions, or acts of Directors, Officers, employees and agents of which the Association might be held liable.
- e) To determine, levy and collect annual assessments of owners. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs. All special assessments shall be in an itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.
- f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in these bylaws.
- g) To prosecute all claims of the Association for damages or otherwise including the authority to contract for the services of attorneys and determine when and whether to file suit. Such power shall extend to all causes of action which the Association may have whether for damages at law or injunctive of other relief.
- h) To protect and defend the entire premises from loss and damage by suit or otherwise.
- i) To take such steps as are reasonably necessary to protect the Common Facilities against foreclosure.
- j) To suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association.
- k) To enter into contracts within the scope of their duties and powers.

- l) To establish a bank account of the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- m) To dedicate or transfer all or any part of the Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members provided, however, the Board of Directors shall be empowered to accept donations of property to the Association on behalf of the Association which donations prohibit such dedications or transfers or are otherwise conditioned.
- n) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners, and to cause to be prepared an annual financial statement of the Association to be reviewed at the end of every fiscal year.
- o) To approve all unbudgeted expenditures or contractual obligations under \$2,500.00.
- p) To designate the personnel necessary for the maintenance and operation of the Common Facilities.
- q) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the communal aspect of subdivision ownership.

## Article VII

### Officers

1. Designation- The officers of the Association shall be a President, a Vice-president, secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint or hire such assistant secretaries or assistant treasurers, as it deems necessary to conduct the business of the Association.
2. Election of Officers- Except as herein provided, Officers of the Association shall be nominated annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. No elected officer may serve more than two (2) consecutive terms in the same office.
3. Removal of Officers- Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, whether with or without cause. Should vacancies occur during the year for any reason, the board will elect a temporary member until a replacement can be chosen at the next Association meeting.
4. President- The President shall be the presiding officer at all meetings of Cove Landing Home Owners Association and of the board. The President shall:

- a) Issue the call for all regular and special meetings of CLHA and of the board, in accordance with the provisions of Article V of these bylaws.
- b) Appoint standing and Ad Hoc committees, each of which shall have a Board Officer to function as a liaison between the committees and the Board.
- c) Work closely with the Treasurer and insure that deposits and disbursements are made in a timely manner.
- d) Insure that the requirements set out in the Declaration of Covenants, Conditions and Restrictions, Articles of Association, these Bylaws and the Rules and Regulations are complied with and that the Board and committees of CLHA perform their duties with reasonable competence.
- e) Prepare the annual operating budget and the Capital Improvement Plan and present same to CLHA at the eleventh month of the fiscal year general meeting of each year.
- f) Countersign all checks and vouchers by two Board Members one of which will be the Treasurer. If, for any reason, the President is unable to perform his/her duties, the vice-president next in line shall perform those duties, having the same authority as the President.

5. Vice-president- the Vice-president shall:

- a) Work closely with the President and act in his absence.
- b) Work closely with the optional on-site manager, or management service to insure that day-to-day matters are handled expeditiously.
- c) Provide each new homeowner with a copy of the bylaws and indoctrinate said homeowners in the rules and regulations governing CLHA.

6. Treasurer- The Treasurer shall:

- a) Deposit moneys promptly.
- b) Make a monthly audit of the records of receipts and expenditures and maintain all bank accounts.
- c) Sign all checks and vouchers. The board, other than for budgeted items up to and including \$2,500.00 must approve expenditures or contractual obligations of over \$500.00. Amount in excess of \$2,500.00 for items other than normal repair, maintenance or replacement must be approved by a two-thirds (2/3) majority of the eligible votes at a duly convened meeting of the Cove Landing Homeowner's Association.
- d) Provide the board with a comprehensive financial report at each board meeting.

7. Secretary- the Secretary shall:



- a) Take and maintain detailed minutes of all regular and special meetings of CLHA and of the board.
- b) At the direction of the Board, assist in the preparation of correspondence pertinent to the business of CLHA and shall maintain in the association office a permanent file of all minutes, financial reports, committee reports, correspondence and other records pertaining to CLHA.

## Article VIII

### Committees

The Board of Directors shall appoint committees, which may include but not be limited to:

*Grounds Committee  
Community Liaison  
Security and Safety  
Social Events  
Holiday Decoration  
Yard of the Month  
Welcome Committee*

1. The Grounds Committee shall:

Be in charge of the beautification of our community. Make sure trash is picked up in the neighborhood and limbs and debris are removed.

2. The Community Liaison Committee shall:

Meet with the neighborhood association, monitor the planning and zoning commission of the City of Russellville and notify the Board of proposed actions by the City or by the Planning and Zoning commission of the City of Russellville, which affect Cove Landing. The Committee shall also generally coordinate activities and information dissemination between CLHA and the community surrounding CLHA.

3. The Security and Safety Committee shall:

Work closely with board in planning security and safety measures for the protection of lives and property in CLHA and monitor the systems and procedures adopted so that the most efficient and effective methods will be utilized at all times.

4. Social Events Committee shall:

Organize all events that take place in the subdivision.

5. Holiday Decoration Committee shall:

Organize and design themes for holidays.

6. Yard of the Month Committee shall:

The Committee will choose a yard that they feel earns the Yard of the Month Award. The award will be given each month to a yard and a sign will be placed in the yard for all of the homeowners to see.

7. Welcome Committee shall:

Greet newcomers to the neighborhood and deliver a copy of the Subdivision's Restrictive Covenants and the Association's Bylaws.

## Article IX Amendment

These bylaws may be amended by the Association on an affirmative vote of more than one-half of the members of the Association. This vote may be done at any Annual Meeting or any Special Meeting called for such purpose pursuant to the procedures set forth in Article IV above. In addition to any procedures set forth in said Article, the Board may prescribe that the election shall take place by any such procedure that the Board deems appropriate or convenient for the situation including, without limitation, voting by mail by a certain date, voting by e-mail by a certain date, voting by circulated written petition setting forth the proposition, or any other such method as it deems appropriate and convenient.

## Article X (Amendment)

All lots in the Cove Landing Subdivision must be mowed at least three times yearly, including the months of May, July, & September. The Board will, without further notification, have lots not in compliance mowed by a contractor of their choosing. The property owner will be charged for the cost of the mowing plus a \$25.00 assessment fee on each lot that is mowed.