

**REVISED
BY-LAWS
OF
TRURO HOMES ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is TRURO HOMES ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4146 Elizabeth Lane, Annandale, Virginia, but meetings of members and directors may be held at such places within the State of Virginia, County of Fairfax, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Truro Homes Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to all real property which, from time to time, may be subjected to the Declaration of Covenants, Conditions, and Restrictions of the Truro Homes Association and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia.

**ARTICLE III
MEMBERSHIP**

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot 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 which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment 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 governing the use of the Common Area and facilities.

ARTICLE IV
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

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 name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

ARTICLE V
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Election. At the first annual meeting the members shall elect one director for a term of one year, two directors for a term of two years, and two directors for a term of three years; and as the term of such directors expire new directors shall be elected for terms of three years.

Section 3. Removal. Any directors may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. 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.

Section 5. 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 monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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 directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an Act of the Board.

ARTICLE VII
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies to be filled. Such nominations may be made from among members or non-members; provided however, no member may be nominated for the Board nor continue to serve on the Board who has not paid their THA assessments, TCC dues or other properly assessed fees and charges. .

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, 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 declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) 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-fourth (1/4) of the Class A members who are entitled to vote, and to cause to be published in the official publication of the Truro Homes Association the minutes of all meetings and proceedings of the Board and all regular and special meetings of the members;
- (b) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
 - (1) to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and

(2) to send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(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 of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability insurance, and to procure 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 to be published the "Truro Trails" at least six times per year, which shall serve as the official publication of the Truro Homes Association, with official items to be identified by the designation "Official Truro Homes Association Notice"; and

(i) To obtain the assent of the membership at a duly called meeting of the members prior to making expenditures for major capital improvement projects to the Common Area, whether from accumulated reserve funds of the Association, from funds derived from special assessments levied in accordance with the provisions of Article XII, Section 5, from user fees, or from any other source, except as may be necessary in emergencies to preserve the Common Area and the facilities thereon, when the project may cost in excess of \$3000; provided however, repair, replacement or maintenance of an existing capital improvement is not considered a major capital improvement.

ARTICLE IX **COMMITTEES**

Section 1. The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

1. A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
2. A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board, in its discretion, determines;
3. A Publicity Committee which shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and
4. An Audit Committee which shall supervise the annual audit of the Association's books and approve the statement of income and expenditures to be presented to the membership at the regular meeting just preceding each fiscal year and approve the annual budget proposal to be published in the official publication of the Truro Homes Association and subsequently voted on at the regular meeting just preceding each fiscal year, as provided in Article XI, Section 8(d). The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any

matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented. In addition, any members may appeal directly to the Board of Directors any unfavorable decision of a committee.

ARTICLE X **MEETINGS OF MEMBERS**

Section 1. Regular Meetings. Regular meetings of the membership shall be held in May and November of each year. The November meeting is designated as the annual meeting for election of directors.

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-fourth (1/4) of all the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the Class A 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 or 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. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as provided in Article XII, Section 7, or as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. 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. For the purpose of amendments to the by-laws a quorum shall consist of one-fifth (1/5) of the members entitled to cast, or of proxies entitled to cast, the votes of the membership.

Section 5. Proxies. At all meetings of members, 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. All proxies shall be in a form determined by the Board of Directors and issued by the Secretary.

ARTICLE XI **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 officers shall take place at 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 shall each hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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:

President

(a) The president shall preside at all meetings of 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; shall co-sign all promissory notes, and shall co-sign all checks in an amount greater than one thousand dollars.

Vice-President

(b) 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 exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) 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; furnish each new member with a copy of the Articles of Incorporation, the Declaration of Covenants, and By-Laws of the Association; and shall perform such other duties as required by the Board.

Treasurer

(d) 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 sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall prepare a statement of income and expenditures to be presented to the membership at the regular meeting just preceding each fiscal year; and shall prepare an annual budget which shall be published in the official publication of the Truro Homes Association and subsequently voted on at the regular meeting just preceding each fiscal year. The budget as proposed or amended must be approved by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XII
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, and (2) special assessments for capital improvements. The annual and special 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 fee 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 title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreational, health, safety, and welfare of the residents in the Properties and in particular for the improvement 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 homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be \$35.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding five (5) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years., provided that any such change shall have the assent of two-thirds (2/3) 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 thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Method of Computation When Using the Consumer Price Index. The Consumer Price Index establishes the United States City Average numerical rating of July, 1968 as 104.5. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of 100 percentum, is multiplied by the original maximum annual assessment to obtain the maximum assessment for the subsequent year.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) 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 thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. For the purposes of these By-Laws, a capital improvement is deemed to be an addition or betterment effected by a capital expenditure, i.e., an expenditure that results in acquisition of an asset intended for long-continued use or possession or that has the effect of increasing the capacity, efficiency, span of life or economy of operation of an existing asset.

Section 6. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Quorum for any Action Authorized under Sections 3 and 5. At the first meeting called, as provided in Sections 3 and 5 hereof, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) 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 in Sections 3 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment 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 six (6) percent 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 nonuse of the Common Area or abandonment of his Lot.

Section 10. 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 shall not affect the assessment lien. However, the sale or transfer of any Lot 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 from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein: (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 Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE XIII
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, 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, where copies may be purchased at reasonable cost.

ARTICLE XIV
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Truro Homes Association, a Virginia Corporation.

ARTICLE XV
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. Proposed changes to the By-Laws shall be published and presented to the membership with the notice of meetings provided for in Article X, Section 3, at least fifteen (15) days before such meeting at which said changes are to be voted on.

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 any conflict between the Declaration and these By-Laws, the Declaration shall control.

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 each year.

ARTICLE XVII
TRURO COMMUNITY CENTER

Section 1. Powers of the Board of Directors. The Board of Directors is authorized:

(a) To establish, buy, sell and lease regular (continuing) memberships in the Truro Community Center (herein "Center") at such prices and under such conditions as are prescribed herein; provided, however, that the total number of regular (continuing) memberships, together with the associate (one-year) memberships authorized in 1(b) below, shall not exceed 400.

(b) To establish and sell associate (one-year) memberships in the Center which shall be available on a yearly basis, or part thereof, to persons living in the neighborhood of the Center, at a price equal to or greater than the annual assessment established for regular memberships. The associate memberships will not be available to members of the Association or their tenants, after a regular (continuing) membership has been offered to the member of the Association.

(c) To establish for the Center an independent budget, accounts and books which are separate from the other activities of the Association, but which are subject to the same accountability and approval established for the budget, accounts and books of the Association in Article IX, Section 1, and Article XI, Section 8 (d).

(d) To establish and collect annual user fees for the operation, maintenance and improvement for the benefit of the Center.

(e) To establish rules and regulations for the use of the Center, and to establish penalties for failure to comply with these rules and regulations.

(f) To allow the use of the facilities of the Center by non-profit organizations and individuals, upon such terms and conditions as it deems appropriate.

(g) To appoint a committee to operate and maintain the Association properties and facilities made available to the Center, and to appoint such subcommittees as are necessary to coordinate special events and activities such as tennis, swimming and diving.

Section 2. Sale and Transfer of Membership.

(a) When a member of the Center who is also a member of the Association wishes to sell or transfer his regular membership to the purchaser of his home, he may do so at whatever price he negotiates with the purchaser, provided that he notifies the Association of the transfer of his membership, at which time the Association shall issue a certificate of membership to the new member. If, after thirty (30) days following sale of the home, the purchaser does not elect to purchase the membership, the Association shall have the first option to purchase the membership at the fair price established in accordance with the provision of Section 2(f). If the Association does not elect to purchase the membership within the following sixty (60) days, the member holding that membership may sell or transfer it to whomever he wishes at whatever price he negotiates with the purchaser, provided that he notifies the Association of the transfer of his membership, at which time the Association shall issue a certificate of membership to the new member.

(b) When a member of the Center who is not a member of the Association wishes to sell his regular membership to the purchaser of his home, the Association shall have the first option to purchase that membership at the fair price established in accordance with the provisions of Section 2(f). If the Association does not elect to purchase the membership within sixty (60) days after notification by the selling member, that member may sell or transfer it to the purchaser of his home at whatever price he negotiates with the purchaser, provided that he notifies the Association of the transfer of his membership, at which time the Association shall issue a certificate of membership to the new member.

(c) When a member of the Center wishes to sell or transfer his regular membership to a person other than the purchaser of his home, the Association shall have the first option to purchase that membership at the fair price established in accordance with the provisions of Section 2(f). If the Association does not elect to purchase the membership within sixty (60) days after notification by the selling member, that member may sell or transfer his membership to whomever he wishes at whatever price he negotiates with the purchaser, provided that he notifies the Association of the transfer of his membership, at which time the Association shall issue a certificate of membership to the new member.

(d) When a member of the Center sells his home, he must relinquish his regular membership in the Center in accordance with the provisions of Section 2(a), (b), or (c).

(e) Each regular membership in the Center which is acquired by the Association in accordance with the provisions of Section 2(a), (b), and (c), or Section 4, shall be resold by the Association to an applicant in the order of his position on a waiting list maintained by the Association, at the fair price established in accordance with the provisions of Section 2(f). A priority on the waiting list shall be given to members of the Association. The Association shall issue a certificate of membership to the buyer of each membership which it sells.

(f) The Board of Directors shall establish the fair price of a regular membership in the Center, based on factors such as original purchase price, capital assets of the Center, current sale price of memberships in comparable facilities, and others considered relevant to the establishment of a fair price. This price shall be reviewed at least annually by the Board of Directors.

(g) A transfer fee will be charged for each change of title to a regular membership.

Section 3. Leasing of Memberships.

(a) A member of the Center who leases his home but whose tenant does not desire to use the regular membership may offer it to the Association for lease by the Board of Directors at a rate to be established by the Board of Directors. The annual user fee shall be deducted from the lease proceeds, and any excess shall accrue to the Association.

(b) A member of the Center who occupies his own home but does not desire to use his regular membership may offer it to the Association for lease by the Board of Directors under the same conditions established in Section 3(a).

Section 4. Rights of Tenants. A tenant may use or lease a regular membership in good standing with the consent of the owner of that membership. The owner shall remain liable for all user fees levied against that membership.

Section 5. Effect of Non-Payment of User Fees. Failure of a member to pay the annual user fee shall result in the suspension of use privileges for all family members until all user fees past and present are fully paid, whether or not the membership is used. In addition, failure to pay the annual user fee shall result in a lien against the membership. When the lien exceeds the prevailing fair price, the membership may be declared forfeited by the Association and resold in accordance with the provisions of Section 2(e). If the annual user fee is not paid within one (1) year after the due date, the Board of Directors may repurchase the delinquent member's membership at the fair price established in accordance with the provisions of Section 2(f), less the amount of the unpaid user fee, and resell it in accordance with the provisions of Section 2(e).

Revised by vote of the membership on September 28, 1978.

Revised by vote of the membership on May 27, 1982.

Revised by vote of the membership on May 15, 1996.

Revised by vote of the membership on November 5, 2003.