

KINGSWOOD FARM HOMEOWNERS ASSOCIATION, INC.
AMENDED AND RESTATED BYLAWS
OF
KINGSWOOD FARM HOMEOWNERS ASSOCIATION, INC.

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AMENDED AND RESTATED BYLAWS

OF

KINGSWOOD FARM HOMEOWNERS ASSOCIATION, INC.

These Amended and Restated Bylaws (the "Bylaws") are approved as of September 4, 2014, by Kingswood Farm Homeowners Association, Inc., a Minnesota non-profit corporation (the "Association") and approved by the members of the Association in accordance with the requirements of the Original Bylaws and Minnesota Statutes Chapter 317A (the "Act").

WHEREAS, the Association has amended and restated the Declaration of Covenants, Conditions and Restrictions of Kingswood Farm Homeowners Association, Inc. by an Amended and Restated Declaration (the "Declaration") on September 21, 2015; and

WHEREAS, the original Bylaws of the Association were duly adopted on October 19, 1979 (the "Original Bylaws"), and have been amended from time to time; and

WHEREAS, the Association and the Owners constituting the members thereof desire to amend and restate the Original Bylaws as set forth herein, with the intent that these Bylaws shall supersede the Original Bylaws in their entirety; and

WHEREAS, there is one class of membership in the Association; and

WHEREAS, the Board of Directors of the Association and the Owners have approved these Bylaws in accordance with the requirements of the Original Bylaws and the Act; and,

NOW THEREFORE, the original Bylaws are hereby amended and restated in their entirety and are superseded by these Amended and Restated Bylaws in their entirety as follows:

**ARTICLE 1
NAME AND DEFINITIONS**

The name of the Association is ~~Kingswood Farm Homeowners Association, Inc.~~ hereinafter referred to as the "Association." The Association is formed pursuant to Chapter 317A, Minnesota Statutes, known respectively at the Minnesota Non-Profit Corporation Act and laws amendatory thereof and supplemental thereto. The terms used in these Bylaws shall have the same meaning as they have in the Declaration of Covenants, Conditions and Restrictions for Kingswood Farm recorded in the office of the Hennepin County Recorder on September 21, 2015, as the same has been amended from time to time.

ARTICLE 2 MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. Each Owner shall be a member of the Association by virtue of Lot ownership. An Owner shall cease to be a member at such time as that person ceases to be an Owner. When more than one person is an Owner of a Lot, all such persons shall be members of the Association. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the right to possession (as the case may be) of that Lot. No person or entity other than an Owner may be a member of the Association.

2.2 Registration of Owners and Occupants. Each Owner shall register with a representative of the Association designated by the Board, in writing, within 30 days after taking title to a Unit, (i) the name and address of the Owners and any Occupants of the Unit, (ii) the nature of such Owner's interest or estate in each Unit owned; (iii) the address at which the Owner desires to receive notice of any meeting of the Owners, if other than the Unit address; and (iv) the name and address of the secured party holding the first mortgage on the Unit, if any. Until so notified, the Association may continue to carry the name of the former Owner as a member, in its sole discretion. The Owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information.

2.3 Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the recorded right to possession of a Lot and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in his name to the transferee of the right to possession of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.


2.4 Authority to Cast Vote. If a Lot is jointly owned by two or more persons, the person to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the President or Vice President of the corporation and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner of a Lot. If such a certificate is not on file, the vote of such Owners shall not be considered in determining the requirement for a quorum or for any other purpose.

At any meeting of the Owners, an Owner included on the voting register presented by the Secretary in accordance with Section 2.10 of this Article 2, or the holder of such Owner's proxy, shall be entitled to cast the vote that is allocated to the Lot owned by the Owner. If there is more than one Owner of a Lot, only one of the Owners may cast the vote. If the Owners fail to agree as to who shall cast the vote, or fail to register pursuant to Section 2.2 of this Article 2, the vote shall not be cast.

2.5 Voting. All Owners shall be entitled to one vote for each Lot in which they have the right to possession. Multiple ownership of a Lot shall not increase the voting rights allocated to such Lot. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot nor the votes split between or among the members of the Lot. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to a vote at such meeting, unless such co-Owner or other persons have filed a general voting authority with the Secretary applicable to all votes until rescinded.

2.6 Voting by Mail Ballot. The entire vote on any issue, except the election and removal of directors, may be determined by mailed ballots, subject to the following requirements:

- a) The notice of the vote shall: (i) clearly state the proposed action, (ii) indicate the number of responses needed to meet the quorum requirements, (iii) state the percentage of approvals necessary to approve each matter other than election of directors, and (iv) specify the time by which a ballot must be received by the Association in order to be counted; and
- b) The ballot shall: (i) set forth each proposed action and (ii) provide an opportunity to vote for or against each proposed action.

 The Board shall set the time for the return of ballots, which shall not be less than 15 nor more than 45 days after the date of mailing of the ballots to the Owners. The Board of Directors shall provide notice of the results of the vote to the Owners within 10 days after the expiration of the voting period.

Approval by written ballot under this Section is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

2.7 Suspension of Voting Rights. In the event any Owner shall be arrears in the payment of any amounts due under any of the provisions of the Declaration or these Bylaws for a period of thirty (30) days, or shall be in default in the performance of any of the terms of the Declaration or these Bylaws for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall remain

suspended until all payments are brought current and all defaults remedied.


2.8 Quorum. The presence in person or by proxy of twenty percent (20%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. ~~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 of the meeting, until a quorum as aforesaid shall be present or represented.~~ 23

2.9 Proxies. Proxies shall be in writing, signed by the Member giving the Proxy, and filed with the Secretary of the Association prior to the meeting. Every proxy shall be revocable and shall automatically cease upon the expiration of eleven (11) months from the date of its execution, upon the conveyance by the member of his Lot or upon the Member's personal attendance at the meeting.

2.10 Manner of Voting. All elections and all questions shall be decided by the concurring vote of the Members who are entitled to cast a majority of the votes represented by all Members present in person or by proxy at a meeting, except as otherwise specifically provided in the Declaration, these Bylaws or the Act. Cumulative voting shall not be permitted.

2.11 Voting Register. At the beginning of each meeting of the Members, the Secretary shall deliver to the chairman for the meeting a written list of the Lot numbers, the respective name or names of the Lot Owners entitled to notice of such meeting, and the respective name of the person (in the case of multiple Lot Owners) authorized to vote

2.12 Meetings. Meetings of the Association shall be in accordance with the following provisions:

- 
- a) **Annual Meeting.** Regular annual meeting of the Members shall be held each year on the second Tuesday in the month of October or as determined by the Board. At each annual meeting of the Owners, (i) the Persons who are to constitute the Board shall be elected pursuant to Article 3, (ii) a report shall be made to the Owners on the activities and financial condition of the Association, and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.
 - b) **Special Meetings.** It shall be the duty of the President to call a special meeting of the Members when requested in writing by three (3) Directors of the Board or upon a petition signed by twenty-five percent (25%) of the membership entitled to vote. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5th) of the voters present in person or by proxy at such meeting.
 - c) **Notice of Meetings.** At least twenty-one (21) days prior to such meeting, it shall

be the duty of the Secretary to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each Member of record. If one of the purposes of such special or annual meeting is to increase the assessment, the notice must be served to the Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The mailing of a notice to each Member at the address shown for such Member on the Association's records shall be deemed notice served.

- d) **Agenda.** The agenda for a meeting of the Owners shall be established by the Board, consistent with the Governing Documents.

ARTICLE 3 NOMINATION AND ELECTION BOARD OF DIRECTORS

3.1 Nomination for Election to the Board of Directors.

- a) Nominations for election to the Board shall be made (i) by a Nominating Committee pursuant to subsection (b), immediately below; (ii) from the floor at the annual meeting; or (iii) by "write-in" ballot.
- b) ~~The Nominating Committee shall consist of three (3) Owners who are representative of the general membership of the Association. A Director seeking re-election shall not serve on the committee.~~ The committee shall serve from appointment by the Board until the close of the next annual meeting and shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The Board shall seek volunteers to serve on the committee by (i) sending written information about the committee with the annual meeting materials and (ii) asking for volunteers at the annual meeting. The Board shall appoint the committee members at the first Board meeting following each annual meeting and notify the Owners within thirty (30) days of such appointments.

3.2 **Election.** Election to the Board shall be by written ballot when there are more nominees than open Board seats. 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 4 BOARD OF DIRECTORS

4.1 **Numbers and Qualification.** The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom shall be Owners, or in the case of ownership by a partnership, shall be partners or employees of such partnership; or in the case of ownership by a corporation, shall be officers or employees of such corporation; or, in the case of ownership by a fiduciary, shall be officers or employees of such fiduciary, or, in case of any resident, who is not an Owner, but is legally married to an Owner. No more than one person residing in any Lot (and who otherwise meets all qualifications set forth herein) shall be eligible to serve as a member of the Board of

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Directors at any given time.

4.2 Term of Office. At each annual meeting the Members shall elect directors for a term of three years, staggered such that not all directors are up for election in any year. The length and staggering of the terms of office shall be determined by a resolution of the Board. There shall be no limit on the number of times a director may serve.

4.3 Vacancies. Any vacancy in the Board, except for vacancies created pursuant to Section 4.4 of this Article, shall be filled by vote of the majority of remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director for the unexpired term of his predecessor, or until his successor is elected.

4.4 Removal of Directors. At any regular or special meeting of the Association duly called, any director may be removed with or without cause by a majority of the Members and a successor may then and there be elected to fill the vacancy thus created.

4.5 Powers. The Board shall have the following powers:

- a) Adopt and publish reasonable Rules and Regulations governing the use of the Property, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Declaration or Articles;
- c) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, subject to the limitations set forth in the Declaration;
- e) Authorize the making of any contracts, leases, management contracts, employment contracts or leases of recreational areas or facilities on behalf of the Association, engage the services of and discharge a manager, managing agent, independent contractor or other employees as they deem necessary, and determine the duties and compensation of such persons. No such lease or contract shall be entered into on behalf of the Association whose terms exceeds two (2) years; and any contract for professional management of the property, shall be terminable by the Association or the other party thereto on 60 days' written notice without cause and without the imposition of any penalty or termination fee and shall be terminable for cause by the Association on 30 days' written notice;
- f) Exercise the irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair, replacement and servicing of any Lot or at any time for making emergency

repairs therein necessary to prevent damage to any Lot or Lots and, without limiting the generality of the foregoing, to exercise the irrevocable right to have access, by means of entering any area of each Lot or the garage allocated to each Lot containing any metering devices which relate to utility services;

- g) Determine what shall constitute Common Expenses required for the affairs of the Association, which shall include all ordinary or extraordinary and necessary expenses for the operation and the repair, replacement, maintenance and service set forth in the Declaration, and the establishment of a reserve for future repair, replacement and maintenance of those which must be repaired, replaced or maintained on a periodic basis;
- h) Levy and collect Assessments from Owners;
- i) Open bank accounts on behalf of the Association and designate signatories required therefor;
- j) Obtain insurance for the Association pursuant to the provisions of the Declaration; and,
- k) Exercise other powers conferred by law or the Governing Documents which are necessary for the operation of the Association.

4.6 Duties. In addition to and without limitation of the powers and duties assigned to the Board elsewhere herein, by the Declaration, it shall be the duty of the Board to:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members when such statement is requested in writing by twenty-five percent (25%) of the membership entitled to vote;
- b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c) Fix the amount of the regular and any special assessments against each Lot all in accordance with the terms of the Declaration and these Bylaws;
- d) Send written notice to all Members of any meeting of the Members called for the purpose of voting upon increases in regular monthly assessments or a proposed special assessment;
- e) Send written notice of assessments to every Owner and levy all such assessments as liens;
- f) Foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner or other person personally obligated to pay the same, as more fully described in the Declaration;
- g) Issue, or to cause an appropriate officer to issue, upon demand by any person, a

certificate setting forth whether or not any assessment has been paid. The Board for the issuance of these certificates may make a reasonable charge. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- h) Procure and maintain liability and hazard insurance on property owned by the Association covering all risks of physical loss on insurable common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement only); and to use the proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable common property including insured improvements;
- i) Cause all officers or employees having fiscal responsibilities to be bonded or insured, as it may deem appropriate;
- j) Cause all of the Common Area to be maintained;
- k) Appoint an Architectural Control Committee, as provided in the Declaration, a Nominating Committee and Financial Review Committee, as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

4.7 Regular Meetings. Regular meetings of the Board shall be held at such place and hour as may be determined from time to time by resolution of the Board.

Meetings of the Board shall be open to Owners. To the extent practicable, the Board shall give reasonable notice to the Owners of the date, time and place of a Board meeting. The notice requirement may be satisfied by electronic communication pursuant to Minnesota Statutes 317A or by distribution of the notice to those Owners without email addresses in addition to those methods of notice authorized under Article 8, Section 8.1. If an emergency requires immediate consideration of a matter by the board, notice is not required. Meetings may be closed to discuss the following:

- a) Personnel matters;
- b) Pending or potential litigation, arbitration or other potentially adversarial proceedings, ~~between Lot Owners, between the Board or Association and Lot Owners, or other matters in which any Lot Owner may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the Board or Association or the privacy of a Lot Owner or Occupant of a Dwelling Unit; or~~
- c) Criminal activity arising within the common interest community if the board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize investigation of the activity.

4.8 Special Meetings. Special meetings of the Board may be called by the President on three days' notice to each Director, given personally, by mail, telephone or by electronic

communication. The President or Secretary shall also call special meetings of the Board upon written request of at least three (3) directors. Notices of special meetings shall state the time, place and purpose of the meeting.

4.9 Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.10 Quorum and Voting. A majority of the directors shall constitute a quorum for the transaction of business at any meeting thereof. A quorum once established, shall continue to exist, regardless of the subsequent departure of any directors. Each director shall have one vote, The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action except as otherwise provided in the Declaration, Articles or these Bylaws. Proxies shall not be permitted.

4.11 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.

4.12 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.

ARTICLE 5 OFFICERS AND THEIR DUTIES

5.1 Principal Officers. The principal officers of this Association shall be a President, Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. A person may hold two offices simultaneously, except those of President and Vice President. The Board may from time to time appoint such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Association. Only the President and Vice President must be members of the Board.

5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

5.3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed or otherwise disqualified to serve.

5.4 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.

5.5 Vacancies. The Board may fill a vacancy in any office by appointment. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

5.6 Duties. The duties of the officers are as follows:

- a) **President.** The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Board and the Association. The President shall have all of the powers and duties which are customarily vested in the office of President of a Association, including without limitation the duty to supervise all other officers and to execute all contracts and similar obligations on behalf of the Association. The President shall have such other duties as may from time to time be prescribed by the Board.
- b) **Vice-president.** The Vice-president shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the members, serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- d) **Treasurer.** The Treasurer shall have responsibility for all financial assets of the Association, and shall be covered by a bond or insurance in such sum and with such companies as the Board may require. The Treasurer shall be responsible for (i) keeping the Association's financial records; (ii) preparing an annual financial report, subject to review by the Financial Review Committee or an Association Accountant as determined by the Board; (iii) causing the books of the Association to be kept in accordance with customary and accepted accounting practices and submitting them to the Board for its examination upon request; (iv) causing all moneys and other monetary assets of the Association to be deposited in the name of or to the credit of the Association in depositories designated by the Board; (v) causing the funds of the Association to be disbursed as ordered by the Board, (vi) signing all promissory notes of the Association; and (vii) performing all other duties incident to the office of Treasurer. The Board may delegate the Treasurer's administrative duties provided that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties as required by law.

ARTICLE 6 OPERATION OF THE PROPERTY

6.1 Budget; Levy. The Board shall, at least thirty (30) days prior to the Association's

fiscal year, prepare a budget of Common Expenses for the Association and shall allocate and assess such Common Expenses among the Owners as set forth in the Declaration. The annual budget shall also include a general operating reserve.

- a) The Board shall fix the amount of annual assessment against each Lot and advise the Owners in writing of the assessment at least thirty (30) days prior to the date the assessment is due. The failure of the Board to timely levy an annual assessment shall not relieve the Owners of their obligation to continue paying assessment installments in the amount currently levied; and,
- b) The Association shall provide copies of the budget to all Owners and to eligible Mortgagees upon request.

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6.2 Books of Account. The Board shall keep detailed books of accounts showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Area and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts, books, records and other papers of the Association shall be open for inspection by the Owners and other persons having an interest in any Lot, including any entity holding a first mortgage on any Lot, during reasonable business hours. Such books of accounting shall be reviewed annually and a report prepared thereon by a three-member Financial Review Committee appointed by the Board. No Board member shall serve on the committee

If at least thirty percent (30%) of the Owners at the annual meeting or at a special meeting called for such purpose vote that an audit performed by an independent Certified Public Accountant is necessary, the cost of such audit shall be a common expense. Any holder of a first mortgage on a Lot shall be entitled upon written request to receive an annual financial statement of the Association within 90 days following the end of any fiscal year of the Association. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies of the same may be purchased at reasonable cost.

6.3 Annual Report. The Board shall prepare and mail a copy of an annual report to Owners within 60 days of the end of the fiscal year. The report shall contain at a minimum:

- a) **Capital Expenditures.** A statement of any capital expenditures in excess of two percent of the current budget or \$5,000, whichever is greater, approved by the Association for the current year or succeeding two fiscal years.
- b) **Reserve Funds.** A statement of the balance in any reserve or replacement fund and any portion of the fund designated for any specified project by the Board.
- c) **Financial Statements.** A copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of

said fiscal year.

6.4 Assessments. As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual, limited and/or special assessments, which are secured by a continuing lien upon the Owner's interest in the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent.

- a) 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 highest rate permitted by law, 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 as more fully described in the Declaration 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.
- b) If there is a default of more than thirty (30) days in payment of any assessment, the Board of Directors may accelerate any remaining installments of the assessment upon ten (10) days' prior written notice thereof to the Owner, and the entire unpaid balance of the assessment and late charges shall become due and payable upon the date stated in the notice unless all past due amounts, including late charges, costs of collection and fines, are paid prior to said date.

ARTICLE 7 AMENDMENTS

These Bylaws may be amended, and the amendment shall be effective, upon the satisfaction of the following conditions:

7.1 Approval. The amendment must be approved by in excess of fifty percent (50%) of the Owners who are authorized to cast votes at a duly held meeting of the Owners or a mail ballot in compliance with Article 2, Section 2.6.

7.2 Notice. A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U.S. Mail, or hand delivered, to all Owners authorized to cast votes; and

7.3 Effective Date; Recording. The amendment shall be effective on the date of approval by the required vote of the Owners and need not be recorded. If recorded, the amendment shall be recorded in the office of the recording officer for the county in which the Property is located.

ARTICLE 8 GENERAL

8.1 Notices. Unless specifically provided otherwise in the Act, the Declaration or these Bylaws, all notices required to be given by or to the Association, the Board, the

Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, mailing if properly addressed with postage prepaid and deposited in the United States mail, or via electronic communication in accordance with the provisions of Minnesota Statutes Section 317A.450; except that registrations pursuant to Article 3, Section 3.2 shall be effective upon receipt by the Association.

8.2 Severability. The invalidity or unenforceability of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

8.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these Bylaws or the intent of any provision hereof.

8.4 Conflicts in Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

8.5 Interpretation. The singular shall be deemed to include the plural wherever appropriate and each reference to a male pronoun shall include the female and neutral; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several.

8.6 Corporate Seal. The Association has no corporate seal.

8.7 Fiscal Year. The fiscal year of the Association shall be on a calendar year basis or as determined by the Board.

The undersigned hereby executes these Bylaws and certifies that the foregoing were adopted by the Kingswood Farm Homeowners Association, Inc., a non-profit Association under the laws of the State of Minnesota, the Board of Directors and by the vote of the Owners required by the Original Bylaws.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year set forth above.

KINGSWOOD FARM HOMEOWNERS ASSOCIATION, INC.,
a Minnesota non-profit corporation

By: *R L Steiner*

Title: *President*

