

## **By-Laws Great Bend Yacht Club (HOA)**

### ARTICLE I

#### PURPOSE OF YACHT CLUB

The nature and purpose of Great Bend Yacht Club, Inc. (the "Yacht Club") is to own, maintain, manage and operate the common areas and Marina Facilities of the development known as Great Bend at Butler Basin for the recreation, pleasure and benefit of the Lot or Condominium Owners of record in Great Bend at Butler Basin, (hereinafter "Owners") as shown on the Plat thereof dated November 3, 2000, prepared by MST Engineering and recorded in the Probate Office of Madison County, Alabama. Great Bend at Butler Basin may also be referred to herein as "the Community).

### ARTICLE II

#### EMBLEM

The emblem of the Yacht Club will be of a style and design to be approved by the Board of Directors.

### ARTICLE III

#### MEMBERS MEETING

Section 1. Annual Meeting. An annual meeting of the Owners will be held for the purpose(s) of receiving reports of officers and others, to elect directors and for such other business as may be properly brought before the meeting.

Section 2. Date and Place of Annual Meeting. Each year an annual meeting of the Owners will be held on the date, time and at the place the Board of Directors may designate.

Section 3. Special Meeting. Special meetings of the Owners may be called by the President, a majority of the members of the Board of Directors or, if after the Turnover Date, by the written request of twenty-five percent (25%) or more of the votes of the Owners then entitled to be voted. Such request will be submitted to the President who will call a special meeting within thirty (30) days of the date of receipt of such request. Notices of any special meeting must contain a statement of the purpose(s) for which such special meeting is called and no other business may be transacted at that meeting.

Section 4. Notices. The Secretary will give not less than ten (10) days nor more than sixty (60) days prior notice, by mail, to all Owners stating the time, place and purpose of any meeting.

Section 5. Proxies. At all meetings of the Yacht Club, Members entitled to vote may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her residence, upon receipt of notice by the Secretary of the death or judicially declared incompetence of an Owner, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 6. Quorum. The presence, either in person or by proxy, of Owners having fifty percent (50%) of the votes then entitled to be voted will constitute a quorum at any meeting of the Owners, provided however the special votes relating to the matter of covered docks, as set forth

in the Articles of Incorporation, do not apply in determining a quorum. The Board of Directors will determine the form and procedure for the use of proxies.

Section 7. Voting Percentage. A majority of the votes cast on a particular matter is necessary for passage of any motion, except as otherwise expressly provided herein or by law.

Section 8. Fixing of Record Date. For the purpose of determining the Owners entitled to notice of any meeting of Owners, or in order to make a determination of Owners for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Owners, which date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. However, for the purpose of determining the Owners entitled to vote at any meeting of Owners, all Owners on the date of the meeting are entitled to vote.

## ARTICLE IV

### BOARD OF DIRECTORS

Section 1. Number of Qualifications. The Board of Directors ("the Board") will be responsible for the government and administration of the affairs and property of the Yacht Club. Until the initial sale of eighteen (18) lots in Great Bend at Butler Basin, the Board of Directors will consist of three (3) persons designated by the developer, Butler Basin Marina, LLC ("the LLC"). After the initial sale of eighteen (18) lots, and prior to the Turnover Date, the Board shall consist of four (4) persons designated by the LLC and three (3) members annually elected by the Owners, other than the LLC. On the Turnover Date, the four directors appointed by the LLC shall resign, the terms of the three (3) elected directors shall expire and the members will elect seven (7) directors. At the election of the Board immediately after the Turnover Date, the members shall elect four (4) directors to serve for a term of two years, and three (3) directors to serve for a term of one year. At each annual election thereafter the members shall elect the number of directors whose term has expired to serve for a term of two years. The Turnover Date shall be the date of Closing on the initial sale of the last lot in Great Bend at Butler Basin.

The LLC and the directors designated by the LLC prior to the Turnover Date shall not be liable to the Yacht Club or any of the Owners for decisions made regarding the Yacht Club, its facilities and its operations, provided that the LLC and the directors act in good faith and in a manner they believe to be in the best interests of the Yacht Club, the Owners and the development and marketing of the Great Bend at Butler Basin community.

Section 2. Nominating Committee.

- (a) Nominations for election to the Board shall be made by a Nominating Committee which shall be one of the standing committees of the Yacht Club. Prior to each annual meeting at which the Owners will elect members to the Board, the Board shall appoint a Nominating Committee to nominate candidates for election to the Board. The Nominating Committee shall consist of one member of the Board and two other Owners appointed by the Board. Members of the Nominating Committee shall serve for a term of one year or until their successors are appointed.
- (b) The Nominating Committee will recommend, at least sixty (60) days prior to the annual meeting, the names of Owners selected by a majority vote of the Nominating Committee to be submitted to the Owners at their annual meeting to fill vacancies for elected members on the Board.
- (c) Twenty-five percent (25%) or more of the total vote of the Owners who are not on the Nominating Committee may also nominate candidates for the Board by petition signed by them and filed with the Secretary at least thirty (30) days prior to the annual meeting of

the Owners. The names of any such nominees, after having been certified by the Secretary or any other officer that they are qualified for election and have been nominated in accordance with the provisions of these By-Laws, will be included on any proxy mailing to the Owners.

### Section 3. Elections.

- (a) There will be no cumulative voting.
- (b) Voting will either be in person or by proxy.
- (c) The persons receiving the highest number of votes shall be elected. In the case of a tie vote, the winner shall be determined by the flip of a coin.

Section 4. Voting Percentage. A majority of the votes cast on a particular matter is necessary for passage of any motion, unless a higher percentage is required by law or these By-Laws.

## ARTICLE V

### MEETING OF THE BOARD OF DIRECTORS

Section 1. Annual Meeting. Each year the Board will hold its annual meeting to elect officers and to consider any other matters as may be properly brought before the meeting. The annual meeting of the Board will be held within ten (10) days after the annual meeting of the Owners.

Section 2. Duties at Annual Meeting. At each annual meeting the Board will take all actions as the Board shall deem necessary or desirable, consistent with these By-Laws, and the Articles of Incorporation.

Section 3. Quorum. A majority of the Board will constitute a quorum at any meeting for the transaction of business.

Section 4. Regular Meetings. The Board will have a minimum of three regular meetings in each year at such times as the Board will determine.

Section 5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or any four directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

Section 6. Notice. Notice of any meeting of the Board, regular or special, may be conveyed by any manner, including without limitation, written or telephonic notice at least three (3) days prior to the meeting, unless the meeting is of an emergency nature upon which 24 hours notice will be sufficient.

Section 7. Voting Percentage. Except as otherwise provided herein or by law, a majority of the votes cast on a particular matter is necessary for passage of any motion.

Section 8. Conference Call Meetings. A member or members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment, by means of which all Persons participating in the meeting can hear each other. Such participation shall constitute presence in person at such meeting.

## ARTICLE VI

## POWERS OF THE BOARD OF DIRECTORS

Section 1. Management of the Yacht Club. The Board will exercise all powers of the Yacht Club and do all acts and things necessary to carry out the purposes of the Yacht Club, except where the vote of the Owners is required by these By-Laws or by law.

Section 2. Duties and Powers. The Board will:

- (a) Elect the officers of the Yacht Club;
- (b) Appoint committees and assign duties;
- (c) Fill vacancies on the Board due to death, resignation, inability to perform duties or otherwise, until their successors are elected or appointed;
- (d) Appoint managers and other employees and delegate such authority as is considered necessary for the proper operation and management of the Yacht Club;
- (e) Adopt, alter, amend or repeal the By-Laws or Yacht Club Rules and Regulations governing the Yacht Club and use of the Marina Facilities;
- (f) Determine the budget for operations and the amount of dues, fees and other charges;
- (g) Have the power to expend funds to the extent of the amount in the Yacht Club's treasury or owing to the Yacht Club, to make contracts, to borrow money and incur indebtedness for the purposes of the Yacht Club; and, to cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued; and
- (h) Have the power to engage in all such other acts and things as are permitted by these By-Laws, the laws of the State of Alabama with respect to not-for-profit corporations, as those laws now exist or as they may hereafter provide.

Section 3. Issuance of Slip Certificates. The Board will have sole authority to issue, cancel and transfer Slip Certificates and to approve temporary request to swap, exchange, sublet, etc., between Yacht Club members (see Article X, Section 2).

Section 4. Compensation. No director will receive a salary or any other compensation whatsoever, but will be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these By-Laws of the Yacht Club.

Section 5. Interpretation of By-Laws. The Board will have the corporate power to generally do everything permitted for nonprofit corporations by law, statute, Articles of Incorporation and these By-Laws, and to determine the interpretation or construction of these By-Laws, or any parts hereof, which may be in conflict or of doubtful meaning, and their decision will be final and conclusive, so long as consistent with applicable law.

Section 6. Action Without Meetings. Any action which may be taken by the Board, or any committee thereof, may be taken without a meeting if consent in writing setting forth the action to be taken, signed by all of the Directors, or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee, whether done before or after the action so taken. Such consent will have the effect of a unanimous vote.

## ARTICLE VII

### OFFICERS

The Board at each annual meeting will elect, to serve for a term of one (1) year and until their successors are elected, a President (Commodore), a Vice President (Vice-Commodore), a Treasurer and a Secretary, and such other officers as the Board, from time to time, determines appropriate.

## ARTICLES VIII

### DUTIES OF OFFICERS

Section 1. President. The President will preside at all meetings of the Owners and the directors and enforce observance of the provisions of these By-Laws and all Yacht Club Rule, and Regulations. The President may call special meetings for the Board, will be an ex-officio member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Yacht Club.

Section 2. Vice-President. In the absence or disability of the President, the Vice President will perform and carry out all duties and responsibilities of the President.

Section 3. Secretary. The Secretary will keep records and minutes of all meetings of the Board and the Owners, and the Secretary will be responsible for giving all required notices of such meetings. All records will be kept under the Secretary's supervision.

Section 4. Treasurer. The Treasurer will be Chairman of the Finance Committee. The Treasurer will cause to be collected, held and disbursed, under the direction of the Board all monies of the Yacht Club, and it will be the Treasurer's duty to collect monies due to the Yacht Club from dues, assessments and charges, and all amounts due from others. The Treasurer will keep or cause to be kept regular books of account and all financial records of the Yacht Club, and will prepare budgets and financial statements, when and in the form requested by the Board. The Treasurer will deposit or cause to be deposited all monies of the Yacht Club, in an account or accounts in the Yacht Club's name, in the bank or banks designated by the Board, and will give a surety bond for faithful performance in the amount directed by the Board, which surety bond premium will be paid by the Yacht Club. Any other person or persons having access to monies of the Yacht Club or its bank accounts will be similarly bonded.

Section 5. Other Officers. The Board may appoint additional officers and assign their duties.

Section 6. Duties of Officers. Any officer may be given additional assignments and duties by the Board.

Section 7. Removal from Office. Any officer may be removed from office, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

## ARTICLE X

### SLIP CERTIFICATES

Section 1. Number of Slip Certificates. The Yacht Club shall issue Slip Certificates which grant the exclusive right to use an assigned wet slip at the Marina Facilities. The total number of Slip Certificates will be equal to the number of wet slips available at the Marina Facilities.

Section 2. Eligibility for Slip Certificates. Upon payment in advance of the appropriate rent, Slip Certificates are being offered to owners of homes and homesites in the Great Bend at Butler Basin community-Lots 1 through 25, and to condominium owners on Lot 26. Any owner may choose not to rent a slip. This option of not accepting your slip certificate does not preclude your right in the future, upon 60 days written notice to the Yacht Club and payment of the appropriate rent, to exercise your right to your lot/condo's assigned slip certificate. Although a slip certificate remains with the lot or condominium owner of record, Yacht Club members do have the right to swap (temporarily or permanently), exchange, sublet, etc., between Yacht Club members only.

No Owner of Record may sell his right to a Slip Certificate. All agreements must be in writing and approved by the Board. Rules to govern use of the guest docks will be adopted by the Board.

Section 3. Use Privileges of Slip Certificate. Upon payment of the lot or condominium purchase price and the appropriate rent, dues, assessments and charges, Owners shall be entitled to exclusive use of their assigned wet slip. A vessel docked in a slip must be approved by and registered with the Yacht Club prior to being moored in a Slip. The Board shall approve the vessel for compliance with the standards imposed by the Rules and Regulations, as the same may be amended from time to time.

An Owner's assigned slip may not be changed by the Board without that particular Owner's written consent as long as the owner pays all appropriate dues, assessments and charges of the Yacht Club. No slip may be used for Commercial activity.

Water and common power for the gazebo, entry lights/sign, street, and cart path lighting is provided by the Yacht Club. Dock power shall be paid by the individual Slip Certificate Owners. The Yacht Club shall have a common power meter with Huntsville Utilities for the slips. The slips will be individually metered. A slip owner's power bill shall be equal to their individual member readings divided by total meter reading times the dollar amount of total bill. The total amount due and assessed per Slip Owner per year shall be added to the slip owner's annual dues. Annual dues are paid in advance. The first year's power bill for a Slip Owner shall be estimated. The second year power bill for each slip owner and thereafter shall be equal to 1.10 times the actual previous year's total bill plus any shortages or overpayments from the previous year. To the extent an Owner(s) needs additional utility service, telephone service or additional amperage, the Yacht Club may impose an individual assessment on the Owner.

Owners may request the Yacht Club to permit upgrades to the Owner's assigned slip. Subject to approval of the plans and specifications for the upgrades, approval of contractors, etc. ..., and the Owners attainment of all necessary governmental approvals, the Yacht Club may permit the Owner to make such upgrades, at the Owner's sole cost and expense, as long as they are not detrimental or a nuisance to other Owners. Owner may not lengthen his or her assigned slip. Once an upgrade of any kind is installed, it shall become the property of the Yacht Club, unless the upgrade is installed at the Owner's sole cost and expense and may be removed without damage, as determined in the discretion of the Board.

Section 4. Termination-Transferability of Slip Certificates.

(a) Slip Certificates are not transferable or assignable except as provided in this Section or Sections 2 and 5 hereof.

(b) If an Owner ceases to own a lot or condominium in the Great Bend at Butler Basin community, the Slip Certificate will automatically be deemed terminated, and thereafter the Owner may not use the assigned slip.

The procedure for such a transfer shall be as follows:

- i) The Owner must submit his Slip Certificate together with a written termination stating: (a) that the Owner is selling his or her home, homesite or condominium, and (b) that the termination shall become effective following the closing of title and the acceptance of the purchaser.
- ii) As soon as practical thereafter, the Secretary shall cancel the Slip Certificate of the terminating Owner and issue a new Slip Certificate to the purchaser.

Section 5. Transfer upon Death or Divorce.

(a) Upon the death of a Slip owner, the Slip Certificate automatically passes to the surviving spouse without fee, if the surviving spouse maintains ownership of the home, homesite or condominium in the Great Bend at Butler Basin community. If the deceased member is not survived by a spouse, then the legatee or heir of the home or homesite in the Great Bend at Butler Basin community, shall have the deceased member's Slip Certificate without fee. In this event, the legatee or heir of the home, homesite or condominium in the Great Bend at Butler Basin community shall be required to notify the Board in writing of their desire to continue the deceased member's Slip Certificate within sixty days of the Owner's death. However, an owner of record shall still have a slip even though there is a failure of notification.

(b) If married owners are legally separated or divorced, title to the Slip Certificates, including all rights and benefits given to the holder thereof, shall vest in the spouse awarded the home or homesite in the Great Bend at Butler Basin community.

## ARTICLE XI

### DUES, FEES, CHARGES

Section 1. Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Yacht Club. Such budget shall take into account the estimated Common Expenses, and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, water and other expenses. The Common Expenses shall be those expenses designated by the Board pursuant to these By-Laws. The annual budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis.

Section 2. Assessments. Each Lot or Condominium Owner shall pay his respective yearly proportionate Assessment for the Common Expenses, as shown by the annual budget plus the next year's estimate for his dock power consumption. Each Owner shall pay his yearly Assessment to the manager or managing agent or as may be otherwise directed by the Board. All unsold Lots and Condominiums shall not be allocated Assessments.

Section 3. Proration of Assessments. For the first fiscal year, the annual budget shall be as approved by the first Board. If such first year, or any succeeding year, shall be less than a full year, then the yearly Assessment for such Lot Owner for the Common Expenses shall be proportional to the number of days in such period covered by such budget. Commencing with the date of closing of his Lot or Condominium by each Owner, he shall pay his Assessment for the current year or fraction of a year.

Section 4. Lien for Assessments. The Yacht Club shall have and is hereby granted a lien upon each Lot and Condominium, which lien shall secure the yearly assessment for Common expenses, dock power consumption and all assessments for other payments or fines which may be required to be advanced or paid by the Yacht Club in order to protect, preserve or repair the Common Elements.

Section 5. Annual Statements. Within ninety (90) days after the end of each calendar year covered by the annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner a statement for such year so ended, showing a summary of the receipts and expenditures and such other information as the Board may deem desirable.

Section 6. Accounts. The Board shall cause to be kept a separate account record for each Owner showing the Assessment charged to and paid by such Owner, and the status of his account from time to time. Upon fifteen (15) days notice to the Board, any Owner shall be furnished a

statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

Section 7. Payment of Assessments. It shall be the duty of every Owner to pay his proportionate share of Common Expenses assessed in the manner herein provided upon receipt of a statement. If any Owner shall fail or refuse to make any such payments within thirty (30) days thereafter, the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments, including payment of a late charge of five (5) percent of the statement amount.

Section 8. Reserve Fund. To insure that the Yacht Club will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, the Yacht Club will establish a reserve fund in an amount equal to two months assessment for common expenses or \$500.00, whichever is more, for each Lot or Condominium assessed. Amounts paid into this fund shall not be considered an advance payment of the regular yearly assessment. Each Owner's share of the reserve fund shall be collected from the purchaser at the time the sale is closed.

## ARTICLE XII

### DEFAULT

Section 1. Default in Payments. In the event an Owner does not pay any sums, charges or Assessments required to be paid to the Yacht Club within thirty (30) days from the due date, the Yacht Club, acting through its Board of Directors, may foreclose the lien encumbering the Lot or Condominiums created by non-payment of the required monies in the same fashion as mortgage liens with a power of sale clause are foreclosed. The Yacht Club shall have the right to bid in at the a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Yacht Club may, through its Board, bring suit to recover a money judgement for sums, charges or Assessments required to be paid to the Yacht Club without waiving its lien securing same.

If an action of foreclosure is brought against an Owner for the non-payment of monies due the Yacht Club, and as a result thereof the interest of the said Owner is sold, then, at the time of such sale, the Owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale. In any action either to foreclose its lien, to recover a money judgment or for injunctive relief brought by or on behalf of the Yacht Club against an Owner, the Yacht Club, in the event it is the prevailing party, shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees, including those incurred on appeal, as may be awarded by the Court.

## ARTICLE XIII

### MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Yacht Club shall be January 1st to December 31st.

Section 2. Bank Accounts. The Board may, from time to time, by resolution, authorize the maintenance of one or more deposit accounts by the Yacht Club. All checks, drafts, or other orders for the payment of money issued in the name of the Yacht Club shall be signed by such officer or officers, agent or agents of the Yacht Club, and in such manner as shall be determined from time to time by resolution of the Board.

Section 3. Notice. Whenever any notice or demand is required to be given by these By-Laws, any notice or demand so required shall be deemed sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his last known address according to the records of the Yacht Club, and such notice shall be deemed given on the day of such mailing.

Section 4. Waiver of Notice. Whenever any notice whatsoever is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation, or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

Section 5. Rules of Conduct. In addition to the other provisions of these By-Laws, Rules and Regulations concerning the use of the Lots and Common Elements may be promulgated and amended by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board are annexed hereto and made a part hereof as Schedule "A".

#### ARTICLE XIV

##### AMENDMENTS

These By-Laws may be modified or amended by the vote of Sixty-Six and Two Thirds (66 2/3%) percent of the votes eligible to be cast by Owners in person or by proxy at any regular or special meeting of Owners provided that notice of said meeting has been given in accordance with these By-Laws, and that the notice as aforesaid contained a full statement of the proposed amendment.

#### ARTICLE XV

##### CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

Section 17. Animals and pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any residence, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, (including, but not limited to persistent barking dogs) or constitute a nuisance or inconvenience to the Yacht Club members or Occupants or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 18. Maintenance and Repairs. Each Owner shall perform promptly, and at his own risk, cost and expense, all maintenance and repair work with respect to all portions of his Lot. Damage

to Common Elements, such as the docks, by an Owner or his guest shall be repaired by the Yacht Club and assessed to the responsible Owner.

Section 19. Unsightly or Unkept Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken in any part of the Community.

Section 20. Drainage. Catch basins, retention ponds and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, ponds, storm drains except with the permission of the Architectural Review Committee. Developer hereby reserves a perpetual easement across all Community property for the purpose; of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage as its sole expense.

Section 21. Air-conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed.

Section 22. Above Ground Swimming Pools. Except as may be permitted by the Board or its designee, above ground swimming pools shall not be erected.

Section 23. Driveways. Except as may be permitted by the Board or its designee, driveways shall be constructed with concrete.

Section 24. Leasing. Residences may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Articles, By-Laws, use restrictions, and rules and regulations of the Yacht Club. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 25. Occupants Bound. All provisions of the Articles, By-Laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.

Section 26. Exteriors. Except as may be permitted by the Board or its designee, the exterior of all improvements including, without imitation, Residences must be repainted in a color used in the original construction of Residences within the Community.

Section 27. Roofs, Chimneys, and Masonry. Roofs of dwellings constructed on all of said lots shall be of architectural grade shake like shingles of asphalt or wood or as approved by the Architectural Review Committee. All chimneys and other masonry of dwellings constructed on all the lots of said subdivision shall be approved dry stacked stone construction only. In addition, all building foundations up to the first floor will be dry-stacked stone with masonry backing or as approved by the Architectural Review Committee.

Section 28. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Section 29, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 29. Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates the By-Laws, the rules and regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) day's written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 30. Construction and Sale Period. Notwithstanding any provisions contained in the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Developer's right unilaterally to subject property to this Declaration as provided herein terminates, it shall be expressly permissible for Developer and any builder or developer approved by Developer to maintain and carry on, upon such portion of the Community as Developer may deem necessary, such facilities and activities as in the sole opinion of the Developer may be required, convenient, or incidental to Developer's and such builder's or developer's development, construction, and sales activities related to property described as Great Bend as it may be amended from time to time, to this Declaration including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community, including directional and sales signs in the common areas; and the right to construct and operate business offices, signs, banners, flags, construction trailers, sales offices, model residences with fences, gates and walkways, and hold open houses and Parades of Homes for the public. Developer or such builder or developer as model Residences and sales offices. Rights exercised pursuant to such reserved property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage as its sole expense.