

St. John's Neighborhood Association
By-Laws

As Amended 9/2003

Definitions:

For the purpose of this document, the following definitions prevail:

1. **By-Laws:** The By-Laws of the SJNA (as defined below), as adapted and amended from time to time in accordance with the applicable provisions set forth herein and the laws of the State of Arkansas.
2. **Covenants and Restrictions:** The legal terms and conditions that are affixed to the lots within the St. John's Subdivision.
3. **Dues and/or Assessment(s):** The dues and/or any special assessment(s) levied in accordance with these By-Laws.
4. **Member:** Any person owning property in the St. John's Subdivision, whether developed or not.
5. **Member in Good Standing:** A Member who is current in payment of Dues and/or Assessments.
6. **Quorum:** One-fifth of the Members in Good Standing in attendance or voting by proxy at a meeting.
7. **St. John's Subdivision:** All phases of the St. John's subdivision within Conway, Arkansas.
8. **SJNA:** St. John's Neighborhood Association.

Functions of the SJNA:

1. To review all individual and group actions pertaining to the quality of life in St. John's Subdivision using the By-Laws set forth in this document, and the Covenants and Restrictions as recorded, as guidelines.
2. To promote a quality of life in St. John's Subdivision which will be attractive to home owners and home buyers, sound for investors, and a credit to the community at large.
3. To establish such committees and agencies as it deems necessary to carry out the functions and responsibilities of the SJNA.
4. To elect the officers and an Architectural Control Committee (as defined in Article II).
5. It is not the intent of the SJNA to act as a developer, nor to assume any of the responsibilities or previously designated activities of the developer(s).

Article I, Membership:

1. Membership of the SJNA shall consist of all property owners in each phase of the St. John's Subdivision. Each Member shall take such affirmative steps as necessary to become and remain a Member in Good Standing.
2. All property owners in the St. John's Subdivision are subject to the rules established by the SJNA including, without limitation, these By-Laws and the Covenants and Restrictions.
3. Each property owner/occupant is to be considered a single member with one vote (*i.e.*, one vote per household). Builders/developers holding more than one property will be limited to one vote.
4. Except as expressly set forth in these By-Laws and/or the Covenants and Restrictions, authority for all decisions will reside with the total membership of SJNA.
5. Any Member shall not be a "Member in Good Standing" if such person is: (a) in violation of any portion of these By-Laws, the Covenants and Restrictions, and/or any rule or regulation promulgated by the Board; or (b) delinquent in the full, complete and timely payment of any Dues and/or Assessments, or any other fee which is levied, payable or collectible pursuant to the provisions of these By-Laws, the Covenants and Restrictions, and/or any rule or regulation promulgated by the Board.

Article II, Officers:

1. A Board of Directors consisting of five (5) Members in Good Standing shall be elected. ^{am 2001 + 2017 ?} Initially, three (3) members will serve for a two (2) year term and two (2) members will serve a one (1) year term. At the end of the initial term, new members will be elected for a two (2) year term.
2. The Board of Directors will elect the following officers from among the board members:
 - **President** - Preside over and facilitate general and board meetings.
 - **Vice-president** - Assume responsibilities of president when absent.
 - **Secretary** - Record minutes of general and board meetings and manage all correspondence to and from SJNA.
 - **Treasurer** - Manage financial activity of SJNA.
 - **Architectural Control Committee Chair** - self-explanatory.
3. The Architectural Control Committee ("ACC") will consist of the designated Board member, and up to four (4) at-large Members in Good Standing, nominated and confirmed by the Board of Directors.
4. It shall be the responsibility of the ACC to enforce adherence to the By-Laws. The ACC may also enforce adherence to the Covenants and Restrictions. The ACC will notify property owners of variances in writing, and require correction by such property owner within thirty (30) days from receipt of notice.
5. The officers may form ad hoc committees at any time. Examples: social, work, safety.

**St. John's Neighborhood Association
By-Laws**

6. When a vacancy on the Board of Directors occurs, the remaining Board members will appoint a Member in Good Standing to complete the term of the Board member who has resigned, is terminated, or is otherwise unable to serve.
7. Interpretation and application of the Covenants and Restrictions may be overturned only by a majority vote of a Quorum.
8. The Board will recommend dues (*i.e.*, annual dues) and/or assessments (*e.g.*, special projects, such as fence repair) and request ratification by SJNA membership. A majority of a Quorum will ratify recommendations; provided, however, that any assessment of a capital expenditure (*i.e.*, expense in excess of \$10,000) shall require approval by a majority of the SJNA property owners as recorded at the Faulkner County Courthouse.
9. The Dues shall be paid annually and shall be fifty dollars and no/100s (\$50.00), unless increased or reduced in accordance with these By-Laws. The failure to send or to receive an annual statement shall not relieve any Member of the obligation to pay said Dues on or before the first day of July.

Article III, Meetings:

1. The SJNA will have one (1) scheduled meeting per year.
2. A general meeting of the SJNA may be called by a majority of the board.
3. A general meeting of the SJNA must be called by the officers upon receipt of a petition, certified by the officers, signed by twenty (20) percent of the Members in Good Standing.
4. Meetings will be conducted using *Roberts Rules of Order, Revised* subject to any special rules as may be adopted by SJNA.
5. Notice of the date, time, and location of general meetings of SJNA will be given at least ten (10) calendar days prior to the meeting time. Mail or in-person delivery to any party owning an interest in a lot shall constitute adequate notice of a meeting of SJNA.

Article IV, Amendments:

1. An amendment to the By-Laws may be proposed and voted on at any general meeting, provided copies of the proposed changes in the By-Laws have been presented to all members of the SJNA at least two (2) weeks in advance.
2. Ratification of an amendment to a By-Law requires a simple majority of a Quorum.
3. Amendments to the Covenants and Restrictions of the St. John's Subdivision must be ratified by a majority of the property owners as recorded at the Faulkner County Courthouse.

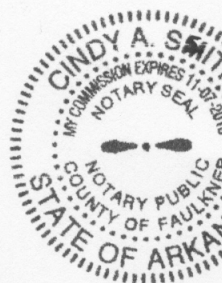
Article V, Ratification:

1. These By-Laws will be considered operative when adopted by a majority vote of a Quorum.
2. These By-Laws shall be considered binding to all property owners within the jurisdiction of what is defined as the St. John's Subdivision.

Article VI, Fiscal Management:

1. The funds of the SJNA shall be deposited in such banks and depositories as may be determined by the Board from time to time, upon resolutions approved by the Board, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the SJNA.
2. No Member shall be relieved of the obligation to pay Dues and/or Assessments for his or her lot by abandoning or not using his or her lot.
3. Any Dues and/or Assessments that are not paid within thirty (30) days after the Dues and/or Assessment first became due shall be deemed delinquent. Whenever Dues and/or an Assessment become delinquent, the Board may, at its option, invoke any or all of the sanctions provided for herein, or any other reasonable sanction in order to compel its prompt payment. In the event of a default by any Member in paying any Dues and/or Assessment or any other sum assessed against the Member, which default continues for a period in excess of thirty (30) days, such Member shall be obligated to pay interest on the amounts due at the highest lawful rate from the due date of payment, until paid.
4. Any delinquent Dues and/or Assessments, together with any interest thereon and costs of collection thereof, shall be a continuing lien upon the property against which and for which such Dues and/or Assessment is made. The SJNA and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the these By-Laws or otherwise available at law or in equity for the collection of all unpaid Dues and/or Assessments and any interest thereon and costs of collection thereof. Any lien upon property within the St. John's Subdivision shall become effective upon recording notice thereof in the office of the County Recorder, Faulkner County, Arkansas.

Suit to recover a money judgement for unpaid Dues and/or Assessments shall be maintainable without foreclosure or enforcing any lien securing same. In any legal action against a Member to enforce payment of any unpaid Dues and/or Assessments or otherwise to secure compliance with the provisions of these By-Laws, the Covenants and Restrictions, or applicable law, the SJNA, upon prevailing, shall be entitled to reimbursement from the Member for all costs and expenses incurred including, without limitation, reasonable attorneys' fees.



Donna Stiles
Pres 9-19-03

I, Cindy A. Smith, notary for the County of Faulkner, State of Arkansas, notarize on this date of Friday, September 19, 2003. My commission expires on 11-07-2010.

Doc#2003- 24620
Date 09/25/2003
01:31:07 PM
Filed & Recorded in
Official Records of
Faulkner County
SHARON RIMMER
FAULKNER COUNTY CIRCUIT CLERK
Fees \$11.00
by _____

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D.C.

CERTIFICATE OF RECORD
Doc#2003- 24620

09/25/2003
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Filed and Recorded in Official Records of
FAULKNER COUNTY
SHARON RIMMER
FAULKNER COUNTY CIRCUIT CLERK
by Sharon Rimmer D.C.