



Homeowners Association Constitution and By-laws

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INTRODUCTION

Stonebrook Vista is a deed restricted gated community. As such these by-laws provide the minimum standard and guidelines so that property values and security can be maintained for us to enjoy our investment.

The Stonebrook Vista Homeowners Association (SV-HOA) is registered under the laws of Jamaica and is incorporated under the Companies Act of Jamaica as the legal entity to manage the affairs of our community.

The SV-HOA is governed by an elected Board of Directors. The Board of Directors is responsible for the day-to-day operations of SV-HOA, project control, ownership and maintenance of all common areas, and the promulgation and enforcement of the SV-HOA rules and regulations and declaration restrictions.

The Stonebrook Vista Homeowners Association reserves the right to revise and update these by-laws in response to future changes. Non-compliance with these by-laws shall result in sanctions to owner and tenants which may include but not limited to fines and legal action. Where there is a conflict between the homeowner's agreement, or any other document governing the homeowners of Stonebrook Vista and The Stonebrook Vista Homeowners' Association By Laws, The Stonebrook Vista Homeowners' Association By Laws shall take precedence.

Homeowners are encouraged therefore, to know these by-laws and advise family members, tenants and guests. An owner is responsible for the conduct and actions of all persons authorized by them for admittance to the community. Violation of these by-laws by companies or individuals approved or authorized by an owner for admittance to the community shall be charged against the owner.

STONEBROOK VISTA HOMEOWNERS ASSOCIATION

CONSTITUTION BY-LAWS

ARTICLE 1:- Title and slogan

The Association shall be known as Stonebrook Vista Homeowners Association and will be hereinafter referred to as "The Association"

The slogan shall be "*Where Unity Reigns, the Community Gains*"

ARTICLE II: - Headquarter

The Association shall located at Lot 473-474 Stonebrook Vista, Florence Hall, Trelawny

ARTICLE III: - Vision, Mission, values, Aims, Objectives

The: - Mission, Vision, Aims and, objectives of the association shall be

Vision Statement

We envision a community of neighbors working together to promote a friendly, healthy, safe and aesthetically pleasing community that provides a high quality of family life and enhances property values. To augment this vision, we encourage meaningful involvement in the Stonebrook Vista Homeowners Association.

Mission Statement

Our mission is to achieve this vision through effective cost management and sound investment of community funds for the common good. Secondly, we will uphold our covenants in a judicious manner to achieve, preserve and improve community and property values and be responsive to individual and group initiatives.

Vista Values

In fulfilling our mission and bringing our vision to fruition, we value, creativity, efficiency, equity, co-operation, honesty, integrity, participation, respect, transparency, understanding, sincerity and neighbourliness in all our actions.

AIMS

Our Community Aims to Achieve:

- a) Commitment, personal involvement, good fellowship and pleasant interaction among residents.
- b) An appreciation of the need to assist in training and educating each other, in order to be effective in promoting the aesthetic value of our community.
- c) Implementation procedures and regulation which will serve to protect our community from crime and other violations.

- d) Provide the support and encouragement for all members of our community.

OBJECTIVES

- a) To not enter into directly, implicitly, or to cause into effect any course or contract that might effect or implicate future boards or association members
- b) To Promote community development by promoting and promulgating the personal commitment of time and talent
- c) To develop and empower committees and to recognize committee and individual efforts and contributions
- d) To operate with fiscal responsibility, to approve spending within the confines of our annual budget, to support and develop a healthy capital reserve.

ARTICLE IV: - Definitions

Member: A homeowner.

Resident : Individuals living in the community by ownership or as tenants.

Resident in Good Standing:

A Resident is in good standing if he or she complies with all the duties and obligations of a member as determined by these by-laws and/or contracts signed.

1. Attends meetings regularly
2. Makes good all contributions required by the Association
3. Observes the Rules of Conduct.
4. Makes good all outstanding balances that may be due to the Association.
5. Abides by the regulation set out in the homeowners agreement, contracts and by-laws

A member in good standing shall enjoy the following rights:

- a) To avail of and enjoy all basic community services and the use of common areas and facilities.
- b) To inspect Association books and records during office hours and to be provided upon request with annual reports, including financial statements.
- c) To participate, vote, and be eligible for any elective or appointive office of the Association subject to the qualifications as provided for in these by-laws.
- d) To participate in association meetings, elections and referenda.
- e) The right to vote on all issues discussed and/or tabled at the Association's Meetings.
- f) The right to represent the Association and/or hold office at the Zone, National or Regional levels.
- g) Any other rights and privileges as may be determined the General Membership from time to time.

Cessation of Membership – When a Lot is Sold to new owner and the original member introduces the new owner by way of signed new Owners Agreement or copy of new Sales Agreement accompanied by new owner.

Board of Directors: Homeowners elected by homeowners to voluntarily take charge of managing the affairs of the community through the Stonebrook Vista Homeowners Association.

Delinquent Member.

- a) A member who has failed to pay the monthly maintenance fees despite demands by the Association, or has repeatedly violated the Association's bylaws, contracts signed and declared policies.
- b) Non-payment of outstanding balances that may be due to the Association.
- c) Flagrant disregard for or failure to observe the rules of conduct and community spirit.
- d) Failure to address breaches of the Estate Rules and Regulation or multiple breaches on file
- e) Shall be notified in writing

Procedure in Declaring a Member Delinquent.

The Board of Directors or a committee assigned by it shall observe the following procedure in declaring a member delinquent or not in good standing:

- a) The Board of Directors or the committee shall determine whether a member failed to pay at monthly dues as reflected in the Association's financial records, or
- b) Repeatedly or grossly violated the by-laws or policies of the Association as reflected in the book of records of the Association.
- c) The Chairman or the designated Officer of the Association shall forthwith notify the said member in writing of the violation and require him/her to explain in writing within fourteen (14) days in receipt of the notice why he/she should not be declared delinquent
- d) Failure to comply with (c) the member shall be declared delinquent by a majority of vote by the Board of Directors

Reinstatement of a Delinquent Member.

The Board of Directors shall automatically reinstate the membership of the delinquent member, provided that the unpaid fees and other breaches are satisfied as attested by the Company Secretary or Finance Director.

ARTICLE V: - AUTHORITY

The Association shall have the authority to provide and/or maintain community facilities and to facilitate the delivery of adequate social services and economic advantages for the association to improve the quality of life and wellbeing of its members, on a nonprofit basis consonant with the provisions set forth in its Articles of Association.

The powers and rights of the Association include, but are not limited to, the following:

- (a) Subject to consultation and with the approval of a simple majority of the members, adopt and amend the articles of incorporation and bylaws, rules and regulations, pursuant to existing laws and regulations;
- (b) On behalf of its members, institute, defend, or intervene in litigation and/or administrative proceedings affecting the welfare of the association and the subdivision as a whole, excluding, however, disputes that are not the responsibility of the association;
- (c) Regulate the use, maintenance, repair, replacement and modification of common areas and cause additional improvements to be made part of the common areas: Provided that the aforementioned do not contradict the provisions of the approved subdivision plan;
- (d) Regulate access to, or passage through the subdivision roads for purposes of preserving privacy, tranquility, internal security, and safety and traffic order:
 - a. Provided that: (1) public consultations are held; (2) existing laws and regulations are met; (3) the authority of the concerned government agencies or units are obtained; and, (4) the appropriate and necessary memoranda of agreement are executed among the concerned parties;
- (e) Hire, discharge or contract managing agents and other employees, agents and independent contractors and prescribe their duties, to ensure the full functioning and operation of the association
- (f) Upon consultation, grant easements, leases, concessions and authority to use common areas and petition for or consent to the vacation of streets and alleys :Provided that the said grant of easements, leases, concessions and authority shall not be applicable to access roads, main interconnecting roads, alleys and sidewalks within the subdivision;
- (g) Impose or collect reasonable fees for the use of open spaces, facilities, and services of the association to defray necessary operational expenses, subject to the limitations and conditions imposed by the regulations of the board and the association's by-laws
- (h) Cause compliance with regard to height regulations, easements, use of homes, buildings, edifices, or structures that may be built within the subdivision, in accordance with the Local Building Code, zoning laws, rules and regulations, existing local ordinances, and existing deeds of restriction;
- (i) The Association shall use its best efforts to obtain and maintain adequate security to protect the Association and its properties.

ARTICLE VI: DIRECTORS

- a) The affairs of the Association shall be governed by a Board of Directors composed of all of whom shall be members of the Association. The affairs of the Association shall be managed by a Board of Directors consisting of seven Directors and may be changed on a resolution by homeowners. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.
- b) The Board of Directors must be appointed by homeowners
- c) No contracts must be entered into within 90 days of an election for new board members unless approve by a simple majority vote at the residents' meeting.

Qualification of a Member of the Board of Directors.

A Director of this Association must possess the following qualifications:

- a). Must be of legal age and of sound mind;
- b). Must be a member in good standing;
- c). Must be a homeowner of the subdivision for at least six (6) months prior to the date of the election as certified by the Association's Secretary.
- d). has not been convicted of a crime
- e). Must attend at least three (3) meetings.

Disqualification of Directors.

A member of the Association is disqualified to run for directorship and/or officer on any of the following grounds:

- a). Those convicted of fraud, falsification, defalcation/embezzlement, or any other offense involving moral turpitude or any other acts inimical to the interests of the association;
- b). Former officers and directors of the association who have not turned over the books, monies and records of the association during their term in the interest of enforcing faithful discharge of their duties, transparency and accountability.
- c). Those who refuse to comply with the orders, sanctions, decisions, and resolutions of the Board.

Compensation

No officer of the association holding a rank of a Director shall likewise be entitled to any compensation. However, any Director may be reimbursed for actual expenses incurred in the performance of their official duties.

Recall of a Director

1. Through a signed petition of a simple majority of the association members in good standing at a meeting, subject to a verification and validation by the Electoral and Oversight Committee.

2. A Director may be removed for causes provided in the by-laws of the Association and for violation of the oath of office. If a majority of the members of the board is removed, it shall be considered dissolution of the entire board and an election called within thirty (30) days.
3. The Board of Directors shall co-op a homeowner to fill the vacancy for the unexpired term of the recall Director.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

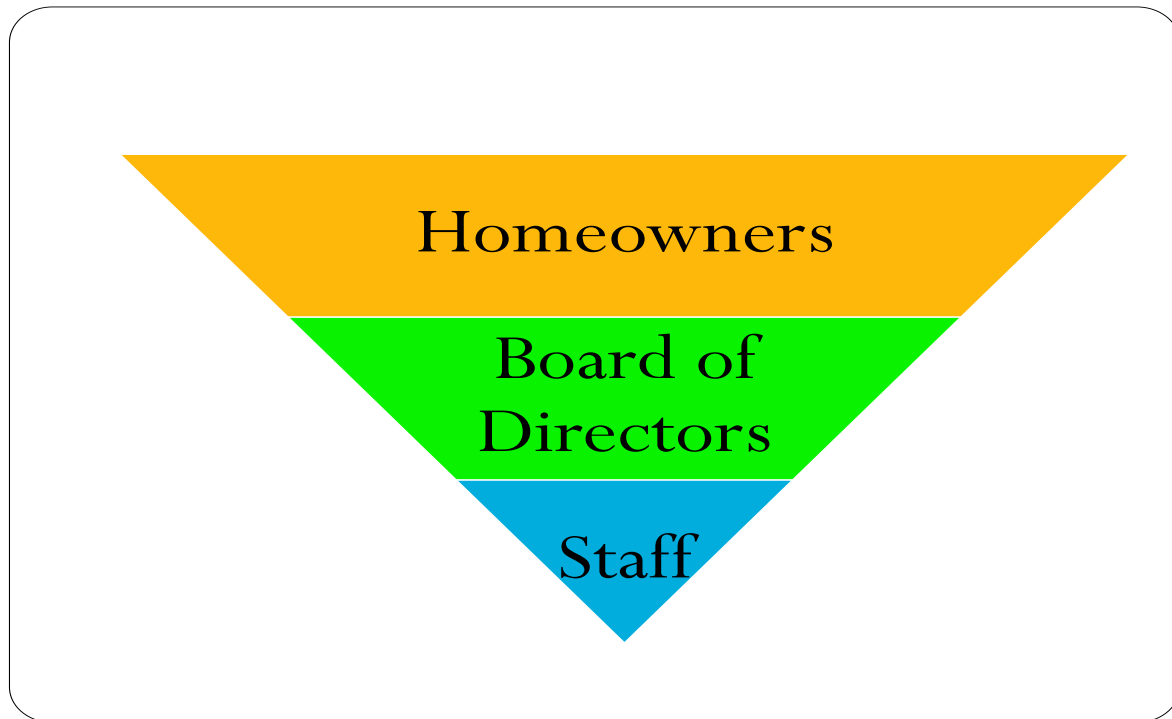
- a. To call meetings of the Members.
- b. To appoint and remove as it deems necessary, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these by-laws shall be construed to prohibit the employment of any Homeowner in any capacity whatsoever.
- c. To establish, levy, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- d. To adopt and publish such uniform rules and regulations governing and restricting the use and maintenance of the Lots and improvements thereon and other property owned by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to ensure the enjoyment thereof by the members.
- e. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- f. To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.
- g. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association (except as may be expressly reserved to the Members) by the declaration or by the Articles of Incorporation.
- h. Has the power to co-op persons to the board to fill vacant positions.
- i. Supervise all officers, agents and employees of the association and see that their duties are properly performed.
- j. Declare the office of the board member to be vacant in the event such a member shall be absent from three (3) consecutive meetings of the board or association unless in the event of a written notification of extenuating circumstance brought to the oversight committee and the residents.
- k. Negotiation all contracts for vendors and employees. No contract shall be negotiated for longer than the life of the Board i.e. two (2) years.

2. 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.
- (b) To supervise all officers, agents, and employees of the Association.

These By-laws may be altered, amended, or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors and a duly constituted meeting of homeowners. No amendment affecting Developer shall be effective without the written consent of Developer.

REPORTING RELATIONSHIP



ARTICLE VIII: CODE OF ETHICS FOR BOARD OF DIRECTORS

In order to ensure that they maintain a high standard of ethical conduct in the performance of the Association business, and to ensure that the residents maintain confidence in and respect for the entire Board.

The following principles and guidelines constitute the code of conduct:

- a) All board members must be in compliance with the homeowners' agreement and other contractual agreements.
- b) Uphold the community's values and rules of conduct.
- c) No individual shall use his/her position as a Board member for private gain, for example: No Board member shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
- d) No Board member shall accept a gift or favor made with intent or the appearance of influencing decision or action on any official matter.
- e) The Board of Directors shall not accept a gift or favor made with intent or the appearance of influencing decision or action on any official matter.
- f) No Board member shall receive any compensation from the association for acting as such.
- g) No Board member shall engage in any writing, publishing, or speech making that defames any other member of the Association Board or resident of the Association community.
- h) No Board member will willingly misrepresent facts to the residents of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a Board member's personal cause.
- i) No Board member nor his/her agent or employee or family member shall enter into a personal service contract with the Association without previous disclosure of such interest to the Board.
- j) No Board member will seek to have a contract implemented that has not been duly approved by the Board.
- k) No Board member will interfere with a contractor implementing a contract in progress. All communications with contractors will go through management or be in accordance with policy.
- l) No Board member will interfere with the system of management established by the Board and the management company.
- m) No Board member will harass, threaten, or attempt through any means to control or instill fear in an Association contractor and/employee.
- n) Any Board member who violates this code of conduct shall be recalled after a vote of no confidence by a majority of the board of directors and have same ratified by majority of membership present at a meeting of homeowners.

ARTICLE IX: - MAINTENANCE FEES

- a) **Collection Philosophy:** All members are obligated by the Homeowners Agreement and the Stonebrook Vista Homeowners' Association By Laws to pay the maintenance fee. Failure to do so jeopardizes the Association's ability to pay its bills. Failure of members to pay fees is unfair to its other members who do. Accordingly, the Association, acting through the Board of Directors must take steps to ensure timely payment of these fees.
- b) In accordance with our homeowners agreement every registered household shall make a contribution of three thousand dollars (\$ 3000.00) per month and is subject to change from time to time, as is decided by the general membership of the Association whenever the budget is prepared for the calendar year. Failure to make this contribution in any month will result in said contribution becoming outstanding. Payments shall be accepted by credit, debit, in cash or by deposit in the Association's bank account. No personal cheques will be accepted.
- c) Homeowners will be sent a reminder regarding non-payment of fees on the 10th day of the month. A second reminder which takes the form of a 'late ticket' will be issued if there is no payment at 20 days. Homeowners who make contact with the office will be given a grace period if requested of 14 days which begins after the twenty days non-payment period has expired. Home owners can apply for this grace period twice per year. The application should be done in writing and delivered to the management office. If there is no payment after 60 days, the homeowners' name will be posted on the website and gate privilege withdrawn. If there is no payment after 90 days homeowners' names will be posted at the management office. These accounts will be turned over to the Association's lawyer for action.

A brief outline is listed below of the items that the maintenance fees contribute to:

- 1. Security (guards, closed circuit TV, cameras, etc)
- 2. Salaries for staff as approved by membership
- 3. The general maintenance of all common areas, i.e. landscape services which include mowing, edging, tree trimming, chemical treatments, etc.
- 4. Replacement of trees and shrubs
- 5. The cost of water.
- 6. The cost of electricity to operate the two entrances, the multi-purpose building, basketball court, security post and other common areas
- 7. Maintenance of drains, gullies, perimeter fence etc.
- 8. The cost of repairs and general maintenance of entrances, multipurpose building, courts, other common areas, the irrigation systems, i.e. replacing broken sprinkler heads, valves, pipes etc.
- 9. The cost of legal and tax services, including annual audit, property tax etc.
- 10. Reserve funds for future capital expenditure
- 11. Capital expenses to support community experience
- 12. To Clear outstanding debts
- 13. Contribute to community social agenda and general development.

Policy

1. Maintenance fees are due on the 1st of each month and shall become overdue on the 15th of the said month.
2. *Collections Letters.* If the maintenance fees becomes thirty (30) days past due, the Association shall cause a late ticket to be sent to the Owner who is late in payment. The notice shall specify (1) the fact that the fees has not been paid (2) the action required to cure the delinquency, (3) a date, not less fourteen (14) days from the date the notice is mailed, by which such delinquency must be cured, (4) that a failure to cure the delinquency on or before such date may result in a lawsuit being filed against the Owner after ninety (90) days.
3. *Attorney Fees on Delinquent Accounts.* The association shall be entitled to recover its reasonable attorney fees and collections costs incurred in the collection of maintenance fees or other charges due the Association from a delinquent Owner. An interest rate of 15% will be charged on all accounts referred for legal action or later than 90 days late.
4. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.
5. The cost of correspondence letters, phone calls etc. to homeowners and partners.
6. Tenants shall be held liable for nonpayment of maintenance fees.

Sanctions

- a) The SV-HOA shall pursue formal legal action or other professional means to collect fees, when it considers such action to be prudent and appropriate to the best interest of the community.
- b) Withhold or limit privileges and/or services to homeowners or their tenants who are delinquent as per table 1.
- c) Lodge a caveat in the Office of Titles against the property title of the Registered Owner.
- d) Should the SV-HOA be forced to pursue legal action, resulting in a caveat being lodged against any property, the owner must satisfy: (i) All SV-HOA expenses and claims and (ii) related attorney fees and other legal fees before the release of any lien are considered.
- e) Should the caveat not be resolved, when outstanding fees and legal costs exceed one million dollars, the association shall have the right to force the sale of the property to collect its outstanding debts.

Table 1	Maintenance Fees Payment Privileges, Penalties and Procedures
Late Payments	Penalties
10 Days late	Reminder
30 Days Late	Late ticket issued
45 Days Late	Payment arrangement encouraged
60 Days Late	Add to late payment list
	Breach ticket
	Automatic gate access denied, other gate privileges denied
90 Days Late	Interest penalty of 15% per month will be applied on all outstanding balances
	Litigation begins
180 Days Late	Caveat Lodged
	Legal Fees/Court costs applied

Caveat

Accounts with a balance due equal to or greater than six (6) months maintenance fees, regardless of how, shall be subject to a caveat being lodged against the property. Prior to filing the caveat a final attempt to get the property owner to bring the account current will be made by mailing a certified, signature required letter to the last know mailing address that includes:

1. A final warning that details the amount due and the deadline after which the caveat will be filed
2. Current balance due invoice
3. A copy of the fully notarized and ready to file caveat – this is a cost item should they immediately clear account – do we want to include this???

Failure to make a good faith effort to bring the account current will result in a caveat being placed onto the property.

At the discretion of the Board of Directors (or the Registered Agent on their behalf) may at any time after the filing of the caveat, turn the matter over to the HOA Attorney for further collection action. Once turned over to the Association's attorney, all costs of collection will be assessed against the delinquent account. The delinquent Owner shall communicate with the Association's attorney directly, and shall make all payments, including attorney's fees, to the Association's attorney until the delinquent Owner brings their account current unless the Owner, the Directors, and the Association's attorney agree otherwise in writing. The Board will also decide, in consultation with the Association's attorney, what further steps, if any; the Association needs to take to protect the community's best interests.

Once the account is paid in full and brought current (including pre-payment of the Caveat Release Fee), the release of lien will be filed within 2 weeks following the account becoming current unless the date of

the release is within 1 month of the next assessment, the lien shall remain in place until the next assessment has been paid. The caveat filing, handling and release fees will be borne by the homeowner.

Only accounts that are paid in full may have the caveat released.

PAYMENT PLAN AGREEMENT

Special note: The high cost of Delinquency is borne by compliant homeowners.

Late payments & delinquency undermine the planning process, undercut the budget and destabilize the community due to inadequate and inconsistent cash flow, which create challenges in paying vendors and delivering appropriate solutions to the community. This increases costs and decreases value to compliant homeowners and the Association – undermining our VISTA Values and our combined security, health, lifestyle and property values.

Let's work together to get better and move FORWARD with Unity in our Community.

This Payment Plan Agreement for outstanding maintenance fee is made and entered into by and between _____, whose address is _____ (“Homeowner”) and STONEBROOK VISTA HOMEOWNERS ASSOCIATION (SV-HOA).

The Homeowner(s) understands and agree that The STONEBROOK VISTA HOMEOWNERS ASSOCIATION (SV-HOA) shall charge an interest rate of 10% on all accounts in arrears over six (6) months. This charge will likewise be applied as a penalty to payment plans that exceed a prescribed payment period of six (6) months.

The homeowner(s) understands that 25% of the amount outstanding shall be paid on signing of this agreement.

Homeowner and SVMCL have entered into a payment plan agreement and Homeowner agrees to make payments in accordance with the terms provided below:

One quarter of the amount owing paid \$ _____ and monthly payments of \$ _____ to be received by SV-HOA, P.O. Box 7971, Stonebrook Vista, Florence Hall, Falmouth, Trelawny on or before the **first of every month** until the outstanding balance is paid in full.

As of _____ the outstanding balance is \$ _____.

Payment Due: First of each month. The unpaid balance may be paid in full at any time.

I have read the Payment Plan Agreement. I understand and accept all the terms in full. I have read the Collection Policy and understand the possible consequences for failure to make timely payments.

Outstanding Debt	Time Period Allowed on Payment Plans
\$3000 – 15000	3 months
\$15,001 – \$30000	6 months
\$30,001 – \$60,000	9 months
over \$60,000	12 months

Homeowner(s) Names (printed)

Homeowner(s) Signature

Homeowner(s) Signature

Date:

Board of Director's Name (printed):

Board of Director's Signature

Date

Witness

ARTICLE X: - ORGANIZATIONAL STRUCTURE AND FUNCTIONS

The organizational structure of the association shall consist of seven (7) directors and sub-committee members as the board sees fit:

Officers and Their Duties

All elected officers of the association shall be chosen from among homeowners

The Officers shall be:-

1. Director/Chairman
2. Director/Deputy Chairman
3. Director/Company Secretary
4. Director of Finance
5. Director of Security
6. Director of Information
7. Director/Recording Secretary

All officers are eligible for re-election to serve not for more than three (3) consecutive terms in any or combination of offices unless approved by homeowners.

B. Duties of officers shall be as follows:

1. **The Chairman** shall:

Possess training in Management with the requisite experience in an organization

The Chairman shall have the following powers and duties:

- (a) be elected annually by secret ballot at the Annual General Meeting, shall serve for one year, and shall be eligible for re-election for three consecutive terms or as decided by homeowners.
- (b) Preside at all General, Annual and Extraordinary General Meetings and Board Meetings and shall be responsible for the proper conduct of business.
- (c) Represent the Association in all activities to which it is a party or participant;
- (d) Prepare and render a complete report of the operations of the association to the members at the annual meeting;
- (e) liaising with external regulators and advisers, such as lawyers and auditors
- (f) entering into contractual agreements with suppliers, employees and customers;
- (g) shall have a casting vote
- (h) shall sign the minutes of each meeting after they are approved.
- (i) Oversee the general administration of the affairs of the association and shall
- (j) endeavour to secure the observance of the association rules by all concerned.
- (k) shall, in conjunction with Company Secretary sign Contracts, cheques etc. on behalf of the association.
- (l) A member of the Oversight Committee shall be third signatory on the account
- (m) Chief spokesperson for the Association

2) The Deputy Chairman shall:

Possess training in Management with the requisite experience in an organization

- (a) The Deputy Chairman shall be elected by secret ballot at the Annual General Meeting and shall be eligible for re-election. .
- b) In order of ascendancy, assume duties of the Chairman during temporary absence.
- c) If the period of the Chairman absence exceeds 6 months a meeting of the Board shall be called for the purpose of appointing one of the Directors as Chairman of the Association.
- d) The Deputy Chairman shall assist the Chairman with his/her duties assigned.

3) Company Secretary

Must possess training in management with experience in an organization

The Company Secretary shall be elected by secret ballot at the Annual General Meeting and shall be eligible for re-election.

Primary Responsibilities

- (a) Has overall responsibility for the general administration of the Association in accordance with agreed policies.
- (b) To report to membership at AGM on the work undertaken by elected representatives.
- (c) Develop management and organizational structures and processes that enable the Association to deliver its strategic aims and objectives.
- (d) Ensure SV-HOA meets its statutory and legal obligations and to take such measures as are necessary to protect members' interests and SV-HOA resources in the event that SV-HOA breaches such obligations.
- (e) Advisor to the Board of Directors
- (f) Assist the Electoral Committee ensure that elections are held in accordance with the by-laws.
- (g) Organising, preparing agendas for and taking minutes of board meetings assisted by the Recording Secretary.
- (h) maintaining statutory books, including registers of members, directors and secretaries;
- (i) dealing with correspondence, collating information and writing reports, ensuring decisions made are communicated to the relevant company stakeholders;
- (j) contributing to meeting discussions as and when required, and advising members of the legal, governance, accounting and tax implications of proposed policies;
- (k) monitoring changes in relevant legislation and the regulatory environment and taking appropriate action;
- (l) taking responsibility for the health and safety of employees and managing matters related to insurance and property;
- (m) developing and overseeing the systems that ensure the company complies with all applicable codes, in addition to its legal and statutory requirements
- (n) overseeing and renewing insurance coverage for equipment and premises;
- (o) managing office space and property as well as dealing with personnel administration.

4) Director of Finance shall:

Have experience in finance in a reputable organization

(a) The Director of Finance shall be elected by the secret ballot by membership at the Annual General Meeting and shall be eligible for re-election.

(b) Shall be responsible for the safety of all monies and the safeguarding of all investments belonging to the association and shall prepare a financial statement for each meeting of the Executive Committee and an annual statement of accounts for audit and for presentation to the Annual General Meeting.

(c) Shall have the right to speak on all matters and to vote on all matters except financial matters.

(d) Shall give to every member of the association in good standing requesting an annual audited statement of account of all the receipts and expenditure and of the assets and liabilities of the association free of charge.

(e) The Finance Director shall not be a signatory to the Association's account or cheques.

(f) He/She shall deposit in the bank appointed by the Executive Committee all funds belonging to the association

g) Be responsible for sending notices of outstanding fees to SV-HOA's members/debtors

h) Deliver newly elected Director of Finance **all** monies, vouchers, books and papers in his/her custody, with an up-to-date, supplemental report of all transactions.

i) Supervise Finance Committee

j) Keep community updated by providing frequent reports

K) Undertake other duties as assigned by the Chairman

6) Director of Security shall:

1) Possess training in security matters at the senior level in an organization

(2) The Director of Security shall be elected by the secret ballot by membership at the Annual General Meeting and shall be eligible for re-election.

3) Responsible for securing the organization's physical and digital security.

Primary responsibilities

a) Devise policies and procedures regarding areas such as loss prevention, fraud prevention, and privacy.

- b) Oversee and coordinate security efforts across the company and community, including information technology, human resources, communications, legal, facilities management and other groups.
- c) Identify security initiatives and standards.
- d) Oversee network of vendors and directors who secure the company's assets.
- e) Oversee safeguarding of intellectual property and computer systems.
- f) Develop procedures to ensure physical safety of homeowner's employees and visitors.
- g) Manage the development and implementation of security policy, standards, guidelines and procedures.
- h) Ensure security is maintained and updated.
- i) Oversee video surveillance.
- j) Prioritize security initiatives.
- k) Develop network access and monitoring policies.
- l) Maintain relationships with local and national law enforcement and other related government agencies.
- m) Develop emergency procedures and incident responses.
- n) Investigate security breaches
- o) Conduct audits to find holes in security platform.
- p) Develop risk management assessments.
- q) Supervise activities of the Neighborhood Watch Committee
- r) Implement and monitor tenant management system
- s) Consolidate the community security personnel and expertise
- t) Maintains a comprehensive updated list of all occupants of all units in a resident directory
- u) A complete map of the development to the board

7) Director of Information (Public Relations) shall:

- (1) Possess training in IT matters
- (2) The Director of Information shall be elected by the secret ballot by membership at the Annual general meeting.
- (3) In such case where no homeowner offers themselves for election to this position the vacancy shall be filled by co-option approved by membership.

Primary Responsibilities

- a) Analyzes complex business needs presented by the user community and/or clients and recommends technical solutions
- b) planning, developing and implementing PR strategies;
- c) liaising with colleagues and key spokespeople;
- d) liaising with and answering enquiries from media, individuals and other organisations, often via telephone and email;
- e) researching, writing and distributing press releases to targeted media;
- f) collating and analysing media coverage;
- g) Editing articles and annual reports;
- h) preparing and supervising the production of publicity brochures, handouts, direct mail leaflets, promotional videos, photographs, films and multimedia programmes;

- i) devising and coordinating photo opportunities;
- j) organising events including press conferences, exhibitions, open days and press tours;
- k) maintaining and updating information on the organisation's website;
- l) sourcing and managing speaking and sponsorship opportunities;
- m) fostering community relations through events such as open days and through involvement in community initiatives;
- n) Managing the PR aspect of a potential crisis situation.
- o) Ensures the consistency and maintainability of existing applications by creating, maintaining, and enforcing standards/procedures for implementing technical solutions
- p) Reviews all designs where applicable
- q) Represents the IT function at meetings when appropriate
- r) Supervises and maintains the Association's website
- s) Sits on the IT Committee and supervises the Social/Fundraising/Sports/Welcome/Victim Support Committees of Neighbourhood Watch
- t) Ensure that all residents have equitable access to the organizations communication system.

7) Recording Secretary shall:

- 1. The Recording Secretary shall be elected by membership at the Annual General Meeting and shall be eligible for re-election.
- 2. In such case where no homeowner offers themselves for election to this position the vacancy shall be filled by co-option approved by membership.
- 3.

Primary Responsibilities

- a) Shall conduct the business of the Association in accordance with the rules and shall carry out the instructions of the Annual or Extraordinary General Meeting and of the Executive Committees.
- b) Shall keep a register of all members.
- c) Shall attend meetings of the Executive Committee and shall record the minutes.
- d) Shall assist the President/Chairman and Company Secretary in preparing the annual report for submission to the Annual General Meeting and any other reports necessary for Extraordinary General Meetings.
- e) Writes minutes and reports at meetings of the Association.
- f) Send out notices and other correspondences to membership.
- g) undertake other duties as assigned by the President/Chairman.
- h) maintain and manage an update issues log
- i) Coordinate community management of meetings

ARTICLE XI: SUB-COMMITTEES

AUTHORITIES:

All committee members shall serve at the pleasure of the Board of Directors (BOD). Formation of all committees requires the approval of the BOD. The BOD has the right and authority to disband and discontinue any committee or subcommittee, as well as appoint or dismiss any committee member or subcommittee member, with or without cause. The BOD may delegate any or all of the authorities vested in the Board by the Governing Documents of the HOA, to the Committees, and these authorities may change at any time in accordance with the desires of the Board. No member, officer, or trustee of a standing committee shall receive emolument or profit from their services to the association except such reasonable compensation as may be determined by the Board of Directors. Each sub-committee must select members as required.

Finance Committee

The purpose of this Committee is to serve at the will of the BOD on all matters pertaining to the finances of the Stonebrook Homeowners Association (HOA). This Committee is responsible for recommending and monitoring financial policies, goals, and budgets that support the mission, values, and strategic goals of the HOA. The Committee also reviews vendors' contracts, invoices, and work orders to ensure that the HOA continues to receive required services in a timely manner that are consistently value-added and at a fair and reasonable cost. It also monitors the financial health of all capital accounts against its goals and the annual budgets and will assist the Finance Director in his/her duties in whatever capacity that might be. Conduct internal audits.

Committee structure and terms:

The Finance Committee will be chaired by the Finance Director elected by HOA members. This appointment will continue as long as he/she is a member of the Stonebrook Vista Homeowners Association (SV-HOA) and will end upon his/her resignation or removal from the Committee by the BOD. The Committee shall be comprised of 5 or more community member volunteers and is open to anyone willing to assist who has a background, knowledge, or education in finance, accounting, bookkeeping, or business. Each member of the committee must be unencumbered by any conflict of interest and also attest that they have never been convicted and to the best of their knowledge, are not presently under investigation for any felony. Members may either be appointed by the BOD or the BOD may grant its authority, to appoint members to the Finance Director.

Appointment consideration criteria will include, but will not be limited to, relevant experience, willingness to serve, availability to serve, ability to get along with others, fairness, firmness and ability to function within a team. Must be able to contribute to the execution of the objectives of the committees.

Specific Responsibilities:

The Finance Committee's specific responsibilities include:

- a) Recommending policies that maintain and improve the financial health and integrity of the HOA.

- b) Reviewing and recommending a long-range financial plan for the HOA.
- c) Reviewing and recommending an annual operating budget and annual capital budget consistent with the long-range financial plan and financial policies.
- d) Reviewing and recommending capital expenditures and unbudgeted operating expenditures that exceed property management's spending authority.
- e) Reviewing and approving capital expenditures and unbudgeted operating expenses that, per Board-approved policy, are above property management's authority, but below the threshold required for Board approval.
- f) Reviewing the financial ramifications of major proposed transactions, new programs or services, as well as proposals to discontinue programs or services, and providing Board with action recommendations.
- g) Monitoring the financial performance and health of the HOA as a whole and its major vendors and accounts against approved budgets, long-term trends, and industry benchmarks.
- h) Requiring and monitoring corrective actions to ensure that the HOA remains in compliance with its budget and other financial targets.
- i) Reviewing vendors' contracts and ensuring they remain viable, necessary and financially sound.
- j) Choose external auditors as necessary.
- k) Assist with strategies for management of delinquency

Compliance:

The Finance Committee is not authorized to financially or legally obligate the HOA in any manner (i.e. contract for services, hire contractors, borrow money, purchase equipment or supplies, or approve such a request on behalf of the BOD) unless it has been specifically approved in the Annual Plan and Budget for the Committee or separately by the BOD.

The Committee shall meet as often as required but not less than once per month for review and discussion of assigned tasks. The meeting minutes shall be forwarded to the BOD within 7 days after any meeting and will serve as a report to the BOD.

The BOD also has the right and authority to take action and/or make decisions with or without involving any committees and to take action and/or make decisions which are consistent with and/or contrary, in whole or in part, to any committee or subcommittee recommendations, should they see the need. The BOD also has the right to amend this Charter, should it be required.

Electoral and Oversight Committee

- a) The electoral and oversight committee shall be composed of five (5) members,
- b) To be co-opted by the members in the annual meeting who shall serve for a term of two (2) years until their successors have been elected or co-opted and duly qualified.
- c) Review and evaluate policies put in place by the Board
- d) Participate in the evaluation of Board members, committees and employees
- e) Assist the Board in reviewing contracts, covenants etc as determine by the Board
- f) The Committee shall supervise all election activities of the Association, including referenda, petition and recall of Directors.
- g) Lead the transition and installation of new Board of Directors
- h) Assist with the selection of committee members
- i) Mediating issues between Board of Directors and residents and between residents

- j) Reports to the Company Secretary

NB. The Electoral and Oversight Committee is an independent autonomous body and as such reports to the Board of Directors through the Company Secretary in an advisory capacity.

Pride of Ownership Committee

- a) The Pride of Ownership Committee, consisting of a minimum of eight (8) members, shall take charge of the upkeep and repair of community facilities and services.
- b) Advise residents regarding compliance with signed contracts, by-laws and the local planning authority as it relates to modification of their units.
- c) It shall form and organize the beautification team to maintain cleanliness and beautification in the community.
- d) They shall advise the Board of Directors through the Company Secretary on all matters pertaining to the maintenance, repair or improvement of the common properties, including the entry landscaping, irrigation and lighting and shall perform such other functions as the Board, in its discretion, determines.

A quarterly report must be submitted to the Board.

Neighborhood Watch Committee

- a) Shall consist of an eight (8) member executive body. It shall be tasked with assisting in securing the community, planning, organizing, and implementing social activities that will help improve interpersonal relations among the members.
- b) It shall also develop programs and activities, sports and other recreational activities to deepen awareness among the members.
- c) **Security Committee of the neighborhood watch** shall Oversee the performance of vendors related to security:
 - Security officers;
 - Meet with supervisor periodically.
 - Cameras;
 - Monitor reported incidents and issues
 - recommend solutions to the board
- d) The security and Crime panels of the Neighborhood Watch reports Director of Security
- e) The Treasurer reports to the Finance Director
- f) Social/Fundraising/Sports/Welcome/Victim Support Committees report to Director of Information

A quarterly report must be submitted to the Board.

Information Technology (IT) Committee

- a) Maintain and manage websites.
- b) Assist and support staff that depends on interactive content.
- c) Coordinate planning, development, operation and maintenance of Information Technology.
- d) Manage and maintain websites to deliver client needs and requirements.

- e) Design and develop new pages to the website to support marketing activities.
- f) Integrate updates and new postings into existing websites.
- g) Update websites with new content.
- h) Post new videos, images and photos to support content.
- i) Create and update landing pages and banner ads.
- j) Ensure quality assurance programs in all content.
- k) Reports to the Director of Information.
- l) Meet other technology needs as require by the board of directors and employees

Other committees may be chosen from time to time.

ARTICLE XII: FISCAL MANAGEMENT

- a) The fiscal and administrative year of the Association shall begin on 1st day of January and end on the 31st of December every year.
- b) The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each Lot. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements. All Members shall be notified of the availability of the budget at no charge upon request.
- c) No loans shall be obtained on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and members. The Board may authorize the pledge and assignment of any regular or special assessments and the lien rights of the Association as security for the repayment of such loans.
- d) All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the association shall be signed by such officer, or officer's agent or agents, of the association and in such manner as shall from time to time be determined by resolution of the board of directors.
- e) All funds of the association not otherwise employed shall be deposited from time to time to the credit of the association in such savings and loan associations, banks, trust companies, or other depositories as the board of directors may select.
- f) The Association shall prepare an annual financial report within Sixty (60) days after close of the fiscal year and so notify each Member that the financial report is available.

Handover Procedures for the Board of Management

Shall be as prescribed by the Transition Framework (Appendix A)

The outgoing Board must hand over all statement of accounts to the incoming board within 14 days after the election. These should include but not limited to:

- | | |
|--|---|
| 1. List of Payables | 13. Staff contracts, job descriptions, evaluations |
| 2. List of Receivables | 14. Sign in book |
| 3. List of Assets | 15. Issues Log |
| 4. All cheque leaves | 16. Important contact numbers |
| 5. Add new Signatories to the bank Account | 17. Utility account numbers and Bills |
| 6. Any Service Contracts in place | 18. CUG phones |
| 7. Resident's Database (ecopy) | 19. Website hosting company, account and password |
| 8. Resident's account status | 20. Minutes of all prior Board and General meetings |
| 9. Payroll accounts/statements | 21. All other documents, and items that are property of or related to the management of the Stonebrook Vista Community. |
| 10. Financial software used for budgeting etc | |
| 11. Security Personnels Files (Police record checks, evaluation, personal information) | |
| 12. Gate Protocols and logs | |

The Association's Banker(s)

1. The Association's Banker(s) shall be determined by the Board of Directors. No member of the Board of Director shall change the existing bankers except where a clear advantage presents itself to result in cost savings to the Association or convenience to members.
2. The Association shall vote at any Annual General meeting to Transfer Reserve FUNDS to an Investment Account when necessary.
3. No Member of the Board shall have any personal interest in the Association's banker. Where any such relationship exists full disclosure should be made to the Association at a General Meeting.

The Association's Funds

All monies collected on behalf of the Association, shall be deposited in the designated Bank(s) within three (3) working days of such collection.

Signing Officers

The authorized signatories to the Association's account(s) shall be **any two** of the following: Any three member of Board of Management, with **the first preferred signature** being that of the Chairman. One Other member who is not an appointed director may be assigned signatory status for transparency of the management of the Association.

Inspection of Books

Any member in good standing will be allowed to inspect the account books, the registered rules of the association, and the register of members. Applications must be made in advance to the Company Secretary who will be allowed reasonable time to make the necessary documents available.

ARTICLE XIII – MEETINGS

Meetings of Directors

1. Regular meetings of the Board of Directors shall be held at such time and place as is provided by appropriate resolution of the Board of Directors.
2. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.
3. Notice of regular or special meetings of the Board shall be given to each Director, personally, by mail, facsimile or telephone at least three days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived. Notice may be waived in writing by any board member, except in an emergency.
4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors not present signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents, or approvals shall be filed with the corporate minutes.
5. Members in good standing may be invited to designated board meetings.

Other meetings:

1. The Monthly and Annual General Meeting of the Association shall take place at multipurpose building. The Annual General Meeting shall be held in January each year.

At the Annual General Meeting:

- a) Annual reports of the activities of the Association, including subcommittees report and audited accounts for the previous financial year shall be presented and adopted by membership.
 - b) Review the past work of the HOA and plan future policy.
 - c) Open and declare the results of a secret ballot conducted by membership for the election of the Chairman, Deputy Chairman and other members of the Board/Executive Committee.
 - d) To consider any other business.
 - e) Revision of or amendment(s) to sections of the By-Laws shall be adopted by 50% plus 1 of membership voting at this meeting.
 - f) Notice of the next Annual General Meeting.
 - g) A quorum of not less than Twenty-five (25) residents must be present to convene a meeting.
2. Monthly General Meetings of the association shall take place at the multipurpose building
 - (a) Minutes and Agenda for all meetings must be made available by the secretary.
 - (b) The order of business shall be ordinarily as set out in the agenda, except that item may be added to the agenda by majority vote of the members present.

(c) All decisions shall be made by resolution and by majority vote of all members present.

(3) On the instructions of the Board/Executive Committee, the Secretary shall prepare an agenda for the extraordinary General Meeting and shall make known to members in such manner as the Executive Committee shall decide.

a) A minimum of seven (7) days notice shall be given to all members for the calling of an Extraordinary General Meeting and an agenda showing the business shall accompany the notice.

(b) Discussion at the Extraordinary General Meeting shall be limited to those matters contained in the agenda.

(c) Decisions reached at the Extraordinary General Meeting shall have the same validity as decisions reached by the Annual General Meeting provided that where any change in the rules of the association is contemplated, such change shall be specifically stated in the agenda of the meeting.

At these meetings:

(a) Members shall be given progress reports of the work of the Association

(b) Members reactions, including motions and resolutions, regarding issues affecting the community

(c) Major policy decision may be taken.

MINUTES

Minutes shall be taken at all meetings and shall:

1. Must accurately reflect the proceedings of all meetings
2. Record the mover and seconder of and the voting on all resolutions.
3. Be distributed as soon as possible, to all members.
4. Be subject to correction at the next meeting
5. Be signed by the Chairman and Secretary as a true record of the decisions of the group.

ARTICLE XIV: TERMS OF OFFICE

1. The term of appointment will be for a term of one (1) year and will normally be made in **January** of each year. A member may be elected for three consecutive terms.
2. All Executive members shall be elected by secret ballots except where no candidate is nominated for a vacant position such position may be filled by co-option.
3. Sub-committee members shall be co-opted.

ARTICLE XV: ELECTIONS

- a) All elections and transition shall be managed and supervised by the Electoral Committee.
- b) The following rules and procedures shall apply for the election of directors and voting regarding governing documents, removal (recall) of directors.
- c) All homeowners have a right to vote, that is one vote per household as stipulated in the homeowners' agreement.

Voting Rights

1. No vote may be cast except by the homeowner or, where permitted by the by-laws and the governing documents, by a person holding a proxy, provided the following applies
 - i. The proxy must be dated and designated for a meeting for which it applies.
 - ii. The proxy may not be revocable without notice, and may be revoked only by actual notice to the person presiding over the meeting.
 - iii. The proxy must designate each specific agenda item to which it applies, except a homeowner may execute a proxy without designating any item if used solely to determine whether a quorum exists. For each specific agenda item designated, the proxy must specify a vote for or against the proposition or, in an election or recall, state a specific position regarding who to vote for or whether to vote for or against recall. If a proxy does not state proper instructions to vote on an item, the proxy must be treated as if the homeowner were present but not voting on that item.
2. **Candidacy.**
 - a) No homeowner may be denied the right to run for office. Unless he/she is in breach of the homeowners' agreement, other contracts and subsequent by-laws
 - b) Each candidate named on a ballot for director must make a good faith effort to disclose in writing, by actual notice to all homeowners or as otherwise provided in the corporate documents, any financial, business, professional or personal relationship or interest that would appear to a reasonable person to result in a potential conflict of interest if the candidate were elected director.
3. **Voting Procedure.** At any meeting, election of directors, recalls, and homeowner votes on amendment to governing documents, operating rules, or other matters shall be conducted by secret ballot (except as provided with respect to proxies), with all ballots kept as part of the records of the election for the period provided in the by-laws i.e. one (1) year.
4. **Access to Forums.** If any candidate for an election, or homeowner advocating a point of view for purposes reasonably related to a homeowner vote, is permitted to use a forum that is paid for by the community (such as a newsletter, bulletin board, or meeting area) to promote his or her candidacy for a board election, then other candidates and homeowners shall also be permitted equal access to the same forum under the same conditions.

Nomination of Candidates

- a) Nomination must be conducted at a general meeting 2 months prior to the schedule date of the election.
- b) The qualification(s) to serve on the Association's Board of Directors require that a Board

member be a member of the Association in good standing with all Assessments current and not subject to any suspension of membership rights.

- c) Only one owner per lot may serve on the Board at any time.
- d) Owners may nominate themselves or another person; provided, however, all candidates must meet the qualifications set forth.
- e) Any candidate nominated by another person will be contacted, if possible, to confirm that such candidate consents to having his or her name placed in nomination for election to the Board.
- f) Candidates may also be nominated from the floor or any other manner prescribed in the Bylaws of the Association.
- g) All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot.
- h) The Candidate Nomination Form must be returned to the Association at the address provided on, and by the deadline stated on, such form, which deadline must be at least forty-five (45) days before the date the ballots for the election of directors are scheduled to be counted.
- i) Proxies may be used by members, consistent with Association Bylaws.

The Electoral Committee shall:

a) The Electoral committee shall tabulate the ballots for the election of directors at the Annual Meeting of the owners or, if no quorum is present, at an adjourned Annual Meeting in accordance with the Bylaws. The Board of Directors shall determine the date, time and place of said Annual Meeting of the owners in accordance with the Association's Bylaws.

- a) Establish and disseminate election protocols to the community
- b) determine the number of memberships entitled to vote and the voting power of each;
- c) determine the authenticity, validity, and effect of proxies, if any;
- d) receive ballots;
- e) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
- f) count and tabulate all votes;
- g) determine when the polls shall close;
- h) determine the result of the election;
- i) perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.
- j) The Electoral Committee shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.
- k) The Electoral Committee may appoint an Inspector of Elections
- l) The Board may remove and replace any Inspector of Election prior to the tabulation of ballots if an Inspector of Election resigns or if the Board reasonably determines that an Inspector of Election will not be able to perform his or her duties impartially and in good

faith.

- m) The Inspector of Election may appoint and oversee additional persons to count and tabulate votes as the Inspector deems appropriate. Such additional persons shall meet the same qualifications as the Inspector of Election as defined above.
- n) Coordinate campaigning of nominees and arranging suitable access.

Secret Ballot Procedure

- a) Ballots must ensure the confidentiality of the voters.
- b) A voter may not be identified by name, address, lot, parcel, or unit number on the ballot;
- c) The ballot may not require the signature of the voter;
- d) The ballot itself is to be folded and drop in the ballot box.

Campaigning

- a) The Board is required to provide access to Association newsletters, or Internet Website during a campaign. All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for content.
- b) All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.
- c) The electoral committee may choose to hold one or more Election Forums to provide all candidates, and all members advocating a point of view on matters reasonably related to the election, an equal opportunity to express their views to the Association membership; such Election Forum(s), if held, shall occur at the multipurpose building at no charge to any member.
- d) No political paraphernalia including but not limited to flags, signs, banners, is to be place on any public area or private property for viewing by the residents.

Handling of Ballots

- a) As secret ballots are returned to the Inspector of Election, he or she shall check off on a sign-in sheet that a ballot has been received for such lot. The first secret ballot received for any lot shall be the ballot which is counted. Any subsequent ballots for the same lot which are received shall be deemed invalid and shall be discarded.
- b) The Inspector of Election, or his or her designee, may verify the members' information and signature on the second envelop prior to the meeting at which the ballots are to be tallied.
- c) The sealed ballots at all times shall be in the custody of the Inspector of Election until delivered to the meeting for the opening of the ballots and the tabulation of the vote. After the counting

of the ballots and the certification of the election results by the Inspector of Election, the ballots shall be transferred to the Association.

- d) No person, including the Inspector of Election, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- e) After tabulation, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

Tabulation of Votes, Quorum Requirement

- a) In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the owners as defined in the Homeowners agreement.
- b) The Inspector of Election shall confirm that no more than one ballot was returned for each lot.
- c) All votes shall be counted and tabulated by the Inspector of Election in the presence of two scrutineers selected by residents in public at a properly noticed open meeting of the residents at which a quorum of members must be present.
- d) Any candidate or other member of the Association may witness the counting and tabulation of the votes.

Announcement of Results

- a) The results of the election shall be promptly reported to the Board of Directors on the same day of the election and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.
- b) The Board shall be dissolved on the same day the election results are announced and the transition process will immediately commence. The dissolution of the board is unconditional.
- c) Upon certification of the election results by the Inspector of Election, the newly elected Board members shall take office within fourteen days (See Transition Framework).
- d) Within 3 days of the election, the Board shall publicize the results of the election in a communication directed to all members.

Other Voting/Campaign Issues

- a) Consistent with the Homeowners agreement, cumulative voting is not permitted.
- b) Association funds may not be used for "campaign purposes" in connection with any Board Election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the association (except the ballot and voting materials and equal access communications sent pursuant to the Section, above, entitled "Campaigning").
- c) The incumbent board cannot use the company association's resources e.g. database, website and privileged access not allowable to other candidates for the purpose of seeking re-election.

Oath of Office.

The Chairman of the Electoral Committee or his or her appointee or a Justice of the Peace shall administer the oath of office to the newly elected and or appointed Directors. The Chairman/President of the Board of Directors shall then immediately adjourn the meeting.

I, _____ a duly elected Director of the Stonebrook Vista Homeowners Association solemnly swear and do hereby affirm to the Homeowners and Residents as follows:

I will always act within the scope of my authority as a Director/Officer and in the best interests of the Community.

I will always make tangible contribution in discharging my portfolio responsibility

I will cooperate with the other Directors and follow the rules of decorum and parliamentary procedure for every meeting, and act in a courteous and civil manner toward my fellow Directors, homeowners, residents, employees and contractors of the Community

I will not divulge confidences or sensitive information to non-directors.

I understand that no Officer or Director has any authority to act independently and that all Board members' responsibilities are a direct result of the approval of the Board.

I shall at all times obey the rules, declaration of restrictions, the uniform protective Covenants, and the By-Laws even if I disagree with them, and shall remain current in the payment of all fees and expenses charged.

I will avoid self-dealing and I will place the Homeowners and Residents interests above my own personal agenda.

I will not make public statements without the express authority of the Board.

I will be sensitive to individual differences, respectful of dissenting opinions and be cooperative in implementing the will of the majority of the Board.

I will at all times make a full disclosure of any potential conflict of interest, refrain or abstain from voting on any issues that I have a direct economical benefit and at all times avoid even the appearance of impropriety. In the event that I cannot faithfully fulfill my duties as a Director or Officer, I shall submit my resignation from the Board. In the event I violate any of these provisions of my oath of office, I understand that I can be suspended or removed from my duties as a Director and/or Officer.

Agreed this _____ day of _____ 2014

Director's Signature

Witness Name

Witness Name

ARTICLE XVI: DEVELOPMENT AND CONSTRUCTION STANDARDS AND GUIDELINES

As a deed restricted community the focus is on uniformity. Residents are reminded of what *you buy is what you keep* concept. Notwithstanding the forgoing, the Board is prepared to accommodate the following adjustments to the original unit which may be cited as an enhancement or improvement of the existing unit and in particular will allow for a more overall uniformed look and coordination for those homeowners who have undertaken building expansion. The following standards and guidelines shall apply to any and all construction, improvement, alteration of any structure, to any change to the exterior of any structure, and to grading, excavating, tree removal, landscaping or any other change to the grounds of a single-family home site (lot) within the Stonebrook Vista community. All development and construction must be within the boundaries of contracts signed by homeowners and developer and within local planning laws.

a). **Construction Hours.** Construction working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10 a.m.-2p.m. on weekends. No construction on public holidays. This restriction shall not apply to emergency work of public service utilities or by special variance. **At no time should material including, but not limited to sand, stone, blocks, bricks, steel and lumber be deposited on any street or roadway. The mixing of concrete and other cement derivative on any paved roadway is strictly prohibited.**

b) Structural Modification

No structural modification shall be made to or permitted to remain in respect of the exterior of any building or structure on the land. No additional structures separated from the original unit shall be allowed on the land. No structural alteration to the front of the original unit will be permitted or allowed to continue to exist.

No building shall extend beyond the bay window or be constructed on top of the original building erected by the Developer, Kemtek Development and Construction Limited nor shall any structure or material of any nature be placed or stored on the roof of the said building. Extension may be done to the original building, starting beyond. Failure to comply will result in the homeowner or agent being notified of the breach. If same is not remedied legal action shall be pursued and the bay window and to the rear on the building. Such extension should not exceed one (1) storey.

c). **Site Clean-Up.** All construction sites must be maintained in a neat and orderly fashion. Trash from construction work will be contained in a trash dumpster or suitable method that will assure constant containment and stockpiling of the trash until removal from the site. The Builder is responsible for trash that blows off the site and shall retrieve such trash immediately. There will be no stockpiling or dumping on adjacent lots or on streets. All sites must be cleaned up within ten (10) days. Failure to comply will result in the homeowner or agent being notified of the breach. If same is not remedied legal action maybe be pursued.

d). **Clearing of Site.** All vegetation on the site shall be preserved where at all possible. Plants, vegetation and trees directly within the planned structure, roof overhangs, or driveway shall be removed. Any plants, vegetation or trees uprooted or cut down on the job site shall be removed from the job site and from the Stonebrook Vista community as soon as is practicable but no later than five working days. .

Failure to comply will result in the homeowner or agent being notified of the breach. The cost to remove same by the Stonebrook Vista Management Company Limited will be charged against the homeowners account.

e). **Builder's Signage.** During construction, one standard sign approved by the Board shall be allowed within the front set-back of the lot to help sub-contractors and others locate the particular lot within the development. This sign must be removed upon completion of said property. Failure will result in SV-HOA removing same and the cost charge against the homeowners account.

f). **Construction Damage.** Any damage to streets and curbs, drainage inlets, sidewalks, street lights, street markers, mailboxes, walls, etc., must be repaired by the contractor and owner. Failure to comply will result in the homeowner or agent being notified of the breach. If same is not remedied legal action maybe pursued.

g). **Construction Spillages.** Operators of vehicles are requested to see that they do not spill any damaging material while within the Stonebrook Vista community. If spillage of a load occurs, operators are responsible for cleaning up. Clean-ups done by the Developer will be billed to the responsible party i.e. homeowner or their agent. Please report any spills as soon as possible.

h). **Telephone/Cable TV Lines.** If any telephone, cable television, electrical, water, etc. lines are cut; it is the contractor's responsibility to report the accident to a member of the Board or the Office within 30 minutes. The contractor and homeowner shall bear the cost of such repairs. Failure to do so will result in legal action.

i). **Construction Site Appearance.** All personnel working in the Stonebrook Vista community are to keep all areas in which they work free of discarded materials such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks.

j). **Loud Noises Levels.** Loud radios or noise will not be allowed within the Stonebrook Vista Community. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes whether or not they are under construction.

Design and development guidelines

a). **Colours and textures:** Exterior colors and textures which in the opinion of the SV-HOA Board of Directors that would be inharmonious, discordant or incongruous shall not be permitted. The color of roofs, exterior walls, doors and trims shall be integral to, and harmonious with, the exterior original color scheme of the residence. Molding may be added to doors and windows. Moldings should not exceed 4" in width and must be keeping with the style and color of the dwelling.

b). **Roofs.** Roof color shall be an integral part of the exterior color scheme of the residence. The fascia and roof overhangs must be in proportion and blend with the rest of the residence.

c). **Gutters and Downspouts.** Gutters and downspouts shall be painted to match the color of the surface to which they are attached. Storm water flow must be directed to, and conform to, the approved drainage plan and requirements so as not to affect adjacent property.

d). **Windows, Doors, Awnings, Shutters and Grillwork.** Unfinished aluminum, bright finished, or bright plated metal on exterior doors, windows, frames, screens, louvers, exterior trim or structural members shall not be permitted. Metal frames shall be painted or be in harmony with the exterior color and texture of the residence. Wood frames must be painted, sealed or stained. The installation of steel grillwork to the front porch is allowed, provided such grillwork does not interfere with a clear view within the enclosed porch area. Grill should be painted in colors similar to the existing structure. Metal rails on the front porch with standard balusters are acceptable.

Screen doors should not detract from or alter the appearance of the entryways. The screen doors should be painted to match the color of the door it fronts.

Awnings, canopies and shutters must have straight forward design and be consistent with the architectural style and scale of the residence to which they will be attached. The color of the fabric must be compatible with the existing building colors, and any exposed frames must be painted to match the trim or the dominant color of the building. If the awning is removed, any and all exposed frames supporting the awning must be removed as well.

k). **Walls and Fencing.** Fencing is not mandatory. If a homeowner decides to do so, the walls shall be designed and constructed of material identical or compatible with the materials, colors, finishes, textures and architectural style of the principal structure as was built by the developers. Chain link fence may not extend beyond the front wall of the existing structure. Under no circumstances, will chain link, barb wire, mesh or other similar type metal fencing be permitted to front of any lot. . If wall, perimeter fence etc. are cut; it is the contractor's responsibility to report the accident to a member of the Board or the Office within 30 minutes. The contractor and homeowner shall bear the cost of such repairs. Failure to do so will result in legal action.

i). **Landscaping.** All homeowners shall maintain a curb appeal that enhances the beauty of the community. Lawnmowers, weed whackers etc shall be used Monday to Friday from 8:00 a.m. - 5 p.m. and 10 a.m. to 2 p.m. on Saturdays and Sundays. No cutting of lawns on a public holiday. All non-resident landscaper who does not clean the road after clearing a yard will not be allowed back on property.

j) **Overgrown Lots.** Overgrown lots present a security risk to all homeowners. if a homeowner living in or outside of the community allow his/her property to be overgrown and have failed to have this breach rectified despite repeated attempts, the Stonebrook Vista Management Homeowners Association will cut such overgrown lots at a cost to homeowners based on the amount of work that has to be done. This will be billed to the homeowners account and will be treated if not paid similarly to maintenance fees. Failure to pay will result in court action against the homeowner.

k) **Construction on serviced lots:** There are serviced lots on the estate that are owned by individuals. These are subjected to the same rules, regulation, covenants, bylaws and agreements on the estate. As soon as construction commences on such property owners must pay the required maintenance fee of \$3000 per month and may be change from time to time. The building must possess the same architectural style and color as other houses on the estate.

ARTICLE XVII: GENERAL RULES AND REGULATIONS

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners.

1. **Responsibility.**

With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, guests, invitees, tenants, contractors and other persons for whom he is responsible, as well as for the actions of persons over whom he exercises control and supervision.

2. **Observance of Laws.**

All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to the Association Property or any Lot or home be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

3. **Improper Use.**

No improper, hazardous or unlawful use shall be made of the Association Property of any home or Lot. Owners will not bring or permit to be brought onto property, place or store any article or thing which is or may become dangerous, offensive combustible, inflammable, radio-active or explosive and not to do or permit to be done on the property any hazardous act or thing in consequence of which any insurance policy of the building on the lot or any construction on the Common Areas or any other property in the development might be vitiated or prejudiced. Alls violation will be reported to the appropriate governmental agency for action.

4. **Firearms and Fireworks**

The wanton display or discharge of firearms or fireworks in the community is prohibited. The term "firearms" includes but not limited to, "B-B" guns, pellet guns and other firearms of all types, regardless of size. The term "fireworks" shall include items such as squibs, fire cracker and other mini-explosive. All violations will be reported to the appropriate governmental agency for action.

5. **Signs**

Except as may be provided herein or as may be required by legal proceedings, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed or permitted to remain on the properties without the prior written consent of the SV-HOA Board of Directors except (i) one professional security signs not to exceed eight (8") inches by four (4") inches in size may be displayed on a residential unit or gate column; (ii) one professional lettered *For rent* sign not to exceed fourteen (14") by ten (10") inches size. No lost and found signs, advertising posters, political placards, billboards or any other sign of any kind shall be erected, placed, or permitted to remain on any street pole on the properties. Any owner/occupant that violates these rules shall be responsible for any damage caused to a street sign or pole, and all cost to repair or replace the street sign will be assessed to the homeowner or occupant. All inappropriate signs shall be removed.

The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association on the common areas. Residential house signs (*e.g. Charles Manor*) are permitted but must be professionally done.

The display of Lot numbers is encouraged and is to be of a professional standard.

6. Nuisance.

No obnoxious activity shall be carried on any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the homes or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort or unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees and tenants using any portion of the Community. No animals, livestock or poultry of any kind shall be raised, bred or kept on property. The owner of any such animal shall be deemed in violation of the SV-HOA Rules and Regulations. All violations will be reported to the appropriate governmental agency for action.

7. Pets

Homeowners may have pets. Control and liability of the pet rest entirely with the homeowner. Owners are required to clean up after their pets and dispose of waste in proper containers. Nuisance pets must be removed. No animal that the Board determines to be dangerous may be brought onto or kept on any property. If the Board determines that an owner's or occupant's pet endangers any person or other pets or create a nuisance or unreasonable disturbance on the Estate properties, the Board will ask the owner to have same removed. Pets who habitually howl, yelps, bark, chirp or cries to disturb the peace and quiet of any neighbor or other homeowner are considered public nuisance and will not be tolerated. All violations will be reported to the appropriate governmental agency for action.

Absolutely no dogs, cats, pigeons and snakes are allowed on the estate properties.

8. Unsightly/Unkempt Conditions

The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicle and other mechanical devices, which may tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the properties, except within an enclosed garage of a dwelling or within the dwelling itself.

No exposed clothes line or other outdoor drying apparatus will be permitted to the front of any lot. No clothes is to be hung on the front porch.

All types of toys, barbeque grills and other personal belongings shall not be stored to any side or front yard or exposed to view from any street.

9. Disturbance.

No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistle, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others. All violation will be reported to the appropriate governmental agency for action.

10. Rubbish, Trash and Garbage

No garbage or trash shall be placed on the common area including sidewalks, temporary or otherwise. No rubbish, trash and garbage shall be disposed of in the storm drains. Rubbish, trash and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. **No garbage receptacle shall be stored to the front of any property. These must be stored at the rear of the premises and taken out for collection on the day prescribed for same.**

11. Business Activity

No residential property shall at anytime be used at anytime for the purpose of a shop, club, school, chapel, church or nursing home and no trade or business whatsoever shall be carried on upon the said land or any part thereof, nor shall the land or any part thereof be used for an illicit or immoral purpose. All violations will be reported to the appropriate governmental agency for action.

12. Common Area

Homeowners will not use and enjoy the common area in such a manner as to unreasonably interfere with its use and enjoyment of the remaining lot owners, their families, guests and invitees.

- a. Anyone utilizing the Common Areas shall see that such areas are left in same condition as they were before use.
- b. Nothing shall be altered in, constructed on or removed from the Common Areas except with the prior written consent of the Board of Directors.
- c. The rights and responsibilities of landscaping, gardening and planting upon Common Areas are vested solely in the association. There shall be no planting or cultivating, growing of plants of any type upon Common Areas with written approval from the Board of Directors.
- d. No Activity of any kind which is obnoxious, illegal or offensive shall be conducted within or upon the Common Area.
- e. No one shall repair or restore any motor vehicle, trailer or other vehicle on the Common Area except for emergency repair, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- f. Burning of trash, etc. on any property is strictly prohibited
- g. The washing of motor vehicles, rugs etc on the streets or Common Areas is strictly prohibited.
- h. Basketball backboards, hoops and stands, the playing of football are prohibited on any street at anytime.

13. Owner's Maintenance Responsibilities

No building or structure shall be permitted to fall in disrepair. The owner of each lot shall maintain the surface drainage, either natural or artificial over and across his lot. No owner shall construct or permit to be constructed any fencing or other obstruction which would impair the drainage of the storm and surface waters over and across his lot or block the fire hydrants.

No waste water or effluent waste shall be permitted to be discharged from the property unto any part of the adjoining lands and any road.

Each Owner shall be responsible to keep his/her residential Lot in a clean and well maintained condition. Each unit shall at all times be kept in good condition and repair, adequately painted or otherwise finish. All landscaped areas shall be well groomed and maintained at all times.

Trees are restricted to small "ornamental types. They must have limited root systems and not present undesirable shedding traits (pods and seeds). Some fruit trees are prohibited. Owners desirous of planting fruit and other trees should consult with the Grounds and Maintenance Committee prior to doing so.

Owners are fully responsible for their plants. Any plant/tree recognized as a potential hazard will be removed at the owner's expense.

With prior approval of the Board, owners may adopt, landscape and maintained the "green" between the curb and the property boundary fence. Any questions regarding the maintenance standards should be directed to the Board of Directors.

14. Electrical and Communication Services

Owners may relocate meter sockets to columns to the front of the boundary of the property. Such relocation must conform to JPS standards and requirements. No more than two (2) metered electricity supply connection will be allowed to any one lot consistent with a single family residence.

The supplier of electric or communication service, through their authorized agents and employees shall at all times have right of access to all such easement-ways shown on the electrical plan, approved Government Electrical Inspectorate, for the purpose of installing, removing or replacing any portion of electrical communication facilities so installed by them.

Homeowners receiving services from utilities via cable or wires to their homes have a responsibility to ensure that the placement of such service wires or conductors does not run over or otherwise encroach on any neighboring property.

Except as provided below, no antenna or other device for the transmission or reception of television/radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the properties; provided, however, that the Association shall have the right to erect, construct and maintained such devices.

Installation of satellite dish shall be confined to the backyard or otherwise installed at a location where it does not interfere with the view of the homeowner of the adjacent lot.

15. Parking

The vehicles of an Owner/occupant must be parked in the garage or driveway of a dwelling. No Owner/occupant may keep or bring onto the Estate property, which include Common Areas, more than the number of vehicles per residential unit that can be park on lot the at any time, as determined by the Board of Directors.

Disabled and stored vehicles are prohibited from being parked anywhere in the community properties except in garages and drive ways. A vehicle is considered "disabled" if it does not

have a current license tag or is obviously inoperable. A vehicle is considered "stored" if remains anywhere in the community, other than in a garage or driveway of a residential unit for 14 consecutive days or longer.

Parking at anytime, so as to impede, restrict or prevent ready access to streets, common area or to another resident's driveway is prohibited.

Parking or keeping any commercial truck, commercial van or trailer on any road between 9:30 p.m. and 7:00 a.m. is prohibited.

Overnight parking of vehicles by guests and visitors on any road is prohibited without a parking permit from the administrative office or security. The washing of motor vehicles on any roadway is prohibited.

16. Traffic

The speed limited is 25 KPH. Vehicles must come to a complete stop at stop signs.

17. Rental/Lease of Home

Boarding houses are prohibited. Notwithstanding the foregoing, homes may be leased, provided, however, only the entire house shall be leased, and only one family, shall occupy a residential unit at any one time pursuant to such lease.

It is the responsibility of the homeowner to apprise tenants of the Rules and Regulations of the Estate.

18. Violations.

Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to Covenants, Restrictions and Easement for Stonebrook Vista. All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board in accordance with the rules.

19. Enforcement.

Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violator(s).

20. Revocation.

Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

21. No Amendment.

The Rules and Regulations contained in this document by no means dilute any provision of the corporate documents (Owners agreement & agreement for sale of house and land etc) you sign when purchasing your home at Stonebrook Vista. Some of these rules do not appear in the corporate documents however when there is a conflict this document takes precedence.

22. Further Amendment.

The Board reserves the right to amend, clarify or alter these Rules and Regulations from any time.

23. Administrative

Homeowners are reminded that in addition to any fines or special assessments levied against a member for violation of the rules and regulations or any of the provisions of the declarations, the member shall also be responsible to the Association for any legal fees incurred by the Association in collecting such fines or special assessments.

ARTICLE XVIII: RESIDENTS' CODE OF CONDUCT

Introduction

As shareholders we would like the Estate to be associated with a very specific identity – a brand that is trusted and highly sought after. A part from the physical elements such as the aesthetics and infrastructure that help shape this identity, the character (or atmosphere) of a place is equally important. The way we behave or do things in a place determines the atmosphere or 'vibe' of that place. It is this vibe that will either make newcomers feel welcome and secure in the knowledge that his/her neighbour is looking out for them or isolated and insular. A vibe will either motivate all neighbours to rally together to meet the challenge of an unlikely disaster head-on and prevail or foster a disparate and individualistic response.

This Code of Conduct is the genesis of a common set of values that informs our behaviour and how we do things on the Estate.

Purpose of the Code

The purpose of this code is to promote a common vision of a sustainable friendly estate through neighborliness.

Vision

We, the members and residents of Stonebrook Vista Homeowners Association envisage a safe, sustainable and thriving eco-estate, fostered by an excellent community spirit.

Vista Values

These are the values that we hold in common:

Vigilance
Integrity
Safety
Transparency
Accountability

Commitment to promoting communal interests

We strive to:

Take an active interest in the well-being of the Estate – this amongst others means making every effort to:

- a) Acquaint ourselves with the HOA constitution, policies, rules and Code of Conduct of the Estate
- b) Peruse and to respond to (where applicable) relevant correspondence that the HOA Board distributes from time to time
- c) Uphold the aesthetic, architectural and environmental vision and standards of the Estate
- d) Participate constructively in all the meetings concerning the Estate
- e) Be available to serve as a Director on the HOA Board and/or to serve on any of its Sub-Committees or ad hoc Committees
- f) Voluntarily contribute any specific resource (such as skill, competence, money, and the like) to further the communal interests of the Estate, without expecting any type of compensation in lieu of it
- g) Hold the HOA Board accountable

- h) Pay all our levies and other HOA charges when they are due - or approach the HOA on a timely basis to discuss suitable arrangements if we experience financial difficulties

Commitment to Neighborliness

We strive to:

- a) Look out for the interests of our neighbours at all times – this, amongst others means being considerate, respectful and polite towards one another and looking out for their and the estate's safety and security
- b) Protect our neighbours' integrity and good name and will not defame one another nor the Estate
- c) Engage our neighbours directly about conflicts, complaints, issues or concerns that we have concerning them before escalating these to either the HOA Board or taking any other course of action
- d) Solicit and obtain our surrounding neighbours' opinion and or support with regard to any action on our properties that we think might negatively affect them
- e) Refrain from any action or inaction that might negatively impact on our neighbours and the estate as a whole
- f) Not harass, threaten, bully or attempt through any means to control or instill fear in any neighbour, Trustee or HOA contractor, other contractors and workers on the estate
- g) Value fellow members' constructive comments and/inputs in meetings or correspondence
- h) Conduct our correspondence and other interaction with each other, including the Trustees, with the decorum it deserves, ie we refrain from rude and/or defamatory type of language
- i) Value our diversity, understanding that at any point in time, the Estate's membership will reflect a diverse demographic (age, culture, race, religion, income, lifestyle, skills, competencies, etc) – in a sense respecting others' "worldviews"
- j) Demonstrate compassion and mercy when any of our neighbours are experiencing undue hardship or difficulty
- k) Be respect of others and their property at meetings events etc.

Commitment to being environmentally conscious

We strive to:

- a) Be more sensitive and aware of the dynamics influencing the environment we are living in
- b) Contribute constructively towards conserving and/or rehabilitating the environment in which we live
- c) Reduce our carbon and waste footprint per household and the estate as a whole and participate in innovative ways to re-cycle organic & garden waste

Commitment to Integrity

We strive to:

- a) Match our actions with our words of intent, i.e. we align our behaviour with our stated values, principles, promises, agreements, contracts, rules, regulations, code of conduct and constitution
- b) Behave consistently despite the fact that we may be negatively affected
- c) No member, resident, or the HOA Board shall accept or offer directly or indirectly a payment or gift or favour in lieu of influencing a decision or action of action on any official matter affecting the Estate or our neighbours

Commitment to Objectivity

We strive to:

- a) Act impartially in all matters affecting the estate and our neighbours
- b) Disclose any conflict of interest
- c) Obtain all the relevant facts on a matter before making a judgment on it
- d) Make decisions and/or act on any matter without fear or favour

Commitment to Accountability

We strive to:

- a) Take ownership for our decisions and/or actions or inactions and accept the consequences thereof
- b) Not 'pass the buck' and blame others in instances where we either share the blame or are entirely to blame

Commitment to Honesty

We strive to:

- a) Provide the facts and the truth about matters or issues affecting the Estate and our neighbours
- b) No member, resident will willingly misrepresent facts to the residents of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the HOA to advance a member's or Trustee's personal cause.

ARTICLE XIX: FIDUCIARY DUTY.

All members who serve in positions of responsibility and authority in the governance structure of SV-HOA - both volunteers who serve without compensation and employed staff - have a fiduciary duty to the organization, including duties of care, loyalty and obedience. They are required to act *reasonably, prudently and in the best interests of the organization*, to *avoid negligence and fraud*, and to *avoid conflicts of interest*. In the event that the fiduciary duties of care, loyalty or obedience are breached, the individual breaching the duty is potentially liable to the association for any damages caused to the association as a result of the breach. This fiduciary duty is a duty to the association as a whole; even those who only serve on a particular committee or task force owe the fiduciary obligation to the entire association.

1. Duty of Care

Officers and directors are to exercise *ordinary and reasonable care* in the performance of their duties, exhibiting honesty and good faith. Officers and directors must act in a manner which they believe to be *in the best interests of the association*, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The officers and directors are protected from personal liability for actions made in poor judgment as long as there is a reasonable basis to indicate that the action was undertaken with due care and in good faith.

2. Duty of Loyalty

This is a duty of faithfulness to the association. This means that officers and directors must give undivided allegiance to the association when making decisions affecting the association. Officers and directors cannot put personal interests above the interests of the association.

3. Duty of Candor

Officers and directors should be careful to disclose even *potential* conflicts of interest to the board of directors, and should recuse themselves from deliberation and voting on matters in which they have personal interests. Officers and directors can have business dealings with the association, but such transactions must be subject to considerable scrutiny. In such event, officers and directors must fully disclose any personal interests to the board of directors, and the terms of any transaction must be fair to the association.

4. Duty of Obedience

Requires officers and directors to act in accordance with the organization's articles of incorporation, bylaws and other governing documents, as well as all applicable laws and regulations.

Reliance on experts.

Unless an officer or director has knowledge that makes reliance unwarranted, an officer or director, in performing his or her duties to the organization, may rely on written or oral information, opinions, reports, or statements prepared or presented by:

- (i) officers or employees of the association whom the officer or director believes in good faith to be reliable and competent in the matters presented;
- (ii) legal counsel, public accountants, or other persons as to matters which the officer or director believes in good faith to be within the person's professional or expert competence; or
- (iii) in the case of reliance by directors, a committee of the board on which the director does not serve if the director believes in good faith that the committee merits confidence.

Willful Ignorance and Intentional Wrongdoing.

Directors cannot remain willfully ignorant of the affairs of the association. Officers and directors acting *outside of or abusing* their authority as officers and directors may be subject to personal liability arising from such actions. Furthermore, officers or directors who, in the course of the association's work, *intentionally* cause injury or damage to persons or property may be personally liable, even though the activity was carried out on behalf of the association.

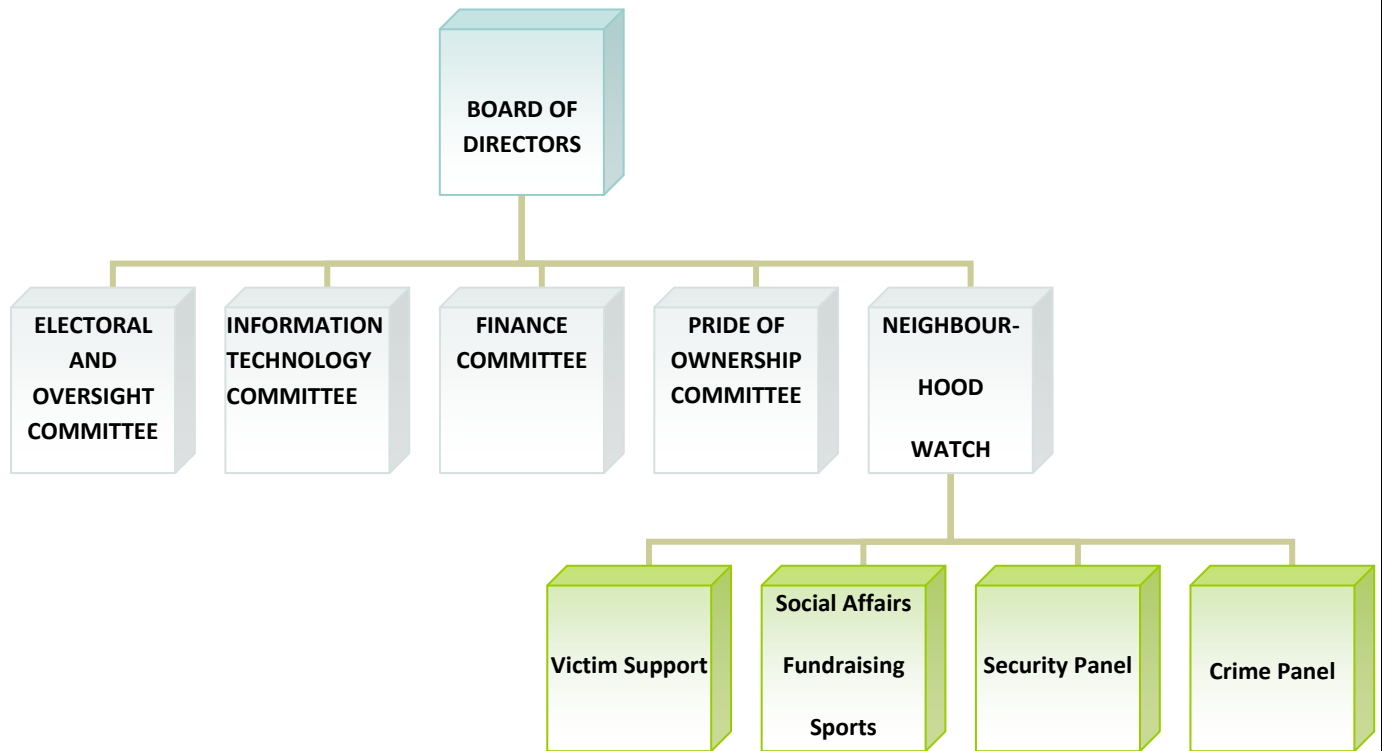
Reducing Personal Liability Risk.

Association officers and directors can help minimize their risk of personal liability by doing the following:

- a) Being thoroughly and completely prepared before making decisions.
- b) Becoming actively involved in deliberations during board meetings, commenting as appropriate, and making inquiries and asking questions where prudent and when such a need is indicated by the circumstances.
- c) Making decisions deliberately and without undue haste or pressure.
- d) Insisting that meeting minutes accurately reflect the vote counts (including dissenting votes and abstentions) on actions taken at meetings.
- e) Requesting that legal consultation be sought on any matter that has unclear legal ramifications.
- f) Requesting that the association's accountants assess and evaluate any matter that has significant financial ramifications.
- g) Obtaining and carefully reviewing both audited and unaudited periodic financial reports of the association.
- h) Attending the association's meetings and reading the association's publications carefully to keep fully apprised of the organization's policies and activities.

- i) Reviewing from time to time the association's articles of incorporation, bylaws and other governing documents.
- j) Avoiding completely any conflicts of interest in dealing with the association and fully disclosing any potential conflicts.

ARTICLE XX: ORGANOGRAM



Appendix A

30 Day Board of Directors Transition Framework

The objective of this Transition Framework is to outline the minimum steps to be taken by all parties in order to facilitate a smooth transition of our leadership.

Election of new board of Directors

Immediately	• Inform Current Board of Directors, incoming Board of Directors and Election committee members • Inform Residents of Election outcomes
Week one	• Meeting #1 – Joint meeting of Board of Directors, incoming Board of Directors, and Election Committee • Financial disclosures • Security briefing • Document request to current board • Introduction to service providers, vendors and contractors • Introduction to staff
Week two	• Walk through of office and security offices • Document delivery to incoming board
Week three	• Meeting #2: - Meeting of outgoing and incoming board of directors
Week four	• Orientation and Training of incoming board
30th Day	• Recognition of Outgoing Board • Formal Introduction of Incoming Board

APPENDIX B

RESOLUTION TO ACCEPT CONSTITUTION AND BY-LAWS

WHEREAS, the Stonebrook Vista Homeowners assigns the Board of Directors (“Board”) all through this constitution and by-laws, powers and duties necessary for the administration of the affairs of “Association” and states that the Board may do all such acts and things, except those matters that the Board is prohibited from doing by law or the governing documents;

WHEREAS, this Constitution and By-laws provides that the directors shall on behalf of all homeowners exercise their powers and duties in good faith and in the best interest of the Association and its members;

WHEREAS, the Board of Directors wishes to establish standards for the operation and governance of the Association that serve as guiding principles for both volunteer leaders and members of the Association; and,

WHEREAS, the Board and members has determined that it is in the best interests of the Association and the Association’s members to adopt these by-laws for a better community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors and homeowners of Stonebrook Vista hereby adopt this Constitution and by-laws, standards of behavior, ethical rules and procedures as binding to the relationship between the Association and its members.

APPENDIX C

Board Rules and Regulations.

The Board of Directors shall have the power to promulgate such additional rules and regulations consistent with law, the Articles of Association, or these by-laws.

THE FOREGOING CONSTITUTION AND BY-LAWS WERE ADOPTED AND APPROVED

by a majority of members on _____ at _____.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, in the year of our Lord 20____,

Chairman (Board of Directors)

Witness

Company Secretary

Witness

Homeowner at large

Witness

Homeowner at large

Witness

Justice of the Peace