

**BYLAWS OF CEDAR POINT PARK ASSOCIATION  
ADOPTED JULY 11, 1936, WILLIAMS BAY, WISCONSIN  
AS AMENDED AND RESTATED**

**ARTICLE I  
ORGANIZATION**

**Section 1.     Name.** The name of this organization shall be CEDAR POINT PARK ASSOCIATION (“Association”).

**Section 2.     Boundaries.** The powers and authority of the Association shall not extend beyond the boundaries of CEDAR POINT PARK as recorded in the Office of the Register of Deeds for Walworth County, Wisconsin, dated May 29, 1923, at 2:00 P.M. in Volume 7 of Plats, on pages 108-109; as altered and re-recorded on October 4, 1926, at 12:00 Noon in Volume 8 of Plats on pages 101-102, as re-recorded in Volume 7 of Plats, on pages 134-135; also Cedar Point Park First Addition as platted and recorded in the Office of the Register of Deeds for Walworth County, Wisconsin, under date of September 29, 1924, at 11:40 A.M. in Volume 8 of Plats, on page 8; also Cedar Point Park Second Addition as recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on the 14th day of October, 1925, at 3:00 P.M. in Volume 9 of Plats on page 44; also Cedar Point Park Third Addition as recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on the 27th day of July, 1927, at 10 A.M. in Volume 9 of Plats on page 89; also Lot 18, Cedar Point Subdivision pursuant to recorded agreement, as recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on the 26th day of October, 1992, at 1:03 P.M., in Volume 594 of Plats on pages 869 through 873; but shall include all the parks, piers, roads, alleys, by-ways, and any and all other property located therein.

**Section 3.     Principal Office.** The location of the principal office of the Association shall be in the Village of Williams Bay, in the County of Walworth, State of Wisconsin. The Association may, in addition to its principal office, establish and maintain an office or offices in such other states and places as the Board of Directors may, from time to time, determine.

**Section 4.     Seal.** The corporate seal shall have inscribed thereon the name of the corporation, the words “Corporate Seal” and the word “Wisconsin,” and such other legend as may be required by law.

**ARTICLE II  
NONSTOCK CORPORATION**

The Association shall have no capital stock, nor shall any interest, dividends, or profits whatsoever be declared, paid, or divided among its Members.

**ARTICLE III  
DIRECTORS**

**Section 1. Management.** The property, business, and affairs of the Association shall be managed and controlled by a Board of Directors.

**Section 2. Number and Term of Directors.** The Board of Directors shall consist of up to eleven (11) members. Each Director shall be a Member in good standing of the Association. Directors shall hold office for a term of three (3) years from the date of their election, and until their successors are elected and qualified.

**Section 3. Election.** Directors shall be elected at the annual meeting of the Members by a majority vote of Voting Members present in person or by proxy in the following manner:

The Board of Directors shall be divided into three (3) classes, to-wit: Class 1, of four (4) Voting Members; Class 2, of four (4) Voting Members; Class 3, of three (3) Voting Members. One (1) class shall be voted upon and the members thereof chosen at each annual meeting, as such class shall complete its third (3rd) year of service. The number of candidates to be elected receiving the largest number of votes shall be deemed to be elected.

**Section 4. Meetings.** The Board of Directors shall meet on the first (1st) Saturday of each month, except the months of January, February and March. A majority of the qualified members of the Board of Directors shall constitute a quorum for the transaction of business. Special meetings of the Board of Directors may be called at any time by any officer of the Association, and shall be so called upon written request of a majority of the Board of Directors.

**Section 5. Notice of Director Meetings.** Notice of the time and place of holding all Board of Directors meeting shall be given by emailing such notice, to each Director at his/her email address, as the same appears on the records of the Association, at least five (5) days before the date of such meeting, unless notice is waived.

**Section 6. Organizations.** Within one (1) month after the regular annual meeting of the Members of the Association, the Board of Directors shall hold a meeting for the purpose of electing the officers of the Association, as named in **Article V, Section 1**, of these by-laws. The officers so elected shall hold their respective offices until the next annual meeting of the Members or until others shall have been duly elected and shall have qualified.

**Section 7. Vacancies.** If the office of any Director shall become vacant by reason of the termination of his membership in the Association or by reason of his death, resignation, removal, or inability to act, the remaining Directors may, by a majority vote elect a successor, who shall hold office for the unexpired term of the Director whose retirement has caused the vacancy and until his successor is elected and qualified.

**Section 8. Powers.** The Board of Directors shall have the right, power, and authority to exercise all such powers as may be exercised by the Association, subject to the laws of the State of Wisconsin, to the provisions of the Association's Articles of Organization, and to these By-Laws.

In addition to the foregoing, the Board of Directors shall have the following special powers and rights, to-wit:

- (a) To hold, manage, operate, police, and control all of the land, improved or unimproved, parkways, the waters riparian thereto, improved properties and lots as owned by the Association and outbuildings, roads, driveways, alleyways, passageways, parking spaces in Association parking lots, park shoreline. piers, walks, athletic field, equipment, and all other property in any way appertaining or thereunto belonging, situated on the premises known as "Cedar Point Park," as defined in **Article I. Section 2.** of these Bylaws and situated in the Village of Williams Bay, County of Walworth, State of Wisconsin, for the use and benefit of Members, their heirs, executors, administrators, and assigns, subject to such rules, regulations, and Bylaws as may be lawfully adopted by the Members hereof.
- (b) To estimate the annual budget for income and expenses of operation of the Association in advance, including the expenses of maintaining the necessary organization of the Association, salaries to employees, fees paid for auditing the books of the Association, and for necessary legal services and counsel fees to the governing board thereof, and to submit such annual budget for approval to the membership thereof at its regular annual meeting or its adjournment thereof.
- (c) To levy a maintenance assessment in equal amount against each of the lots, or fractional lots thereof, once each year; to declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy; and to collect all assessments levied. In the event that the assessment levied against any lot, remains unpaid for a period of sixty (60) days from the date of such levy, the Board of Directors may, at its discretion, enforce its assessments as a lawful and valid lien by filing a claim for a maintenance lien against such lot or lots at any time within six (6) months from the date of the levy in the office of the Clerk of the Circuit Court of

Walworth County, Wisconsin, and to foreclose such claim for maintenance lien in accordance with the statutes of the State of Wisconsin so made and provided; or the Board of Directors may, in the alternative, and in the Board's sole discretion, institute suit against delinquent Members in any court of competent jurisdiction and take judgment against delinquent Members in the full amount of he/she/its delinquent assessments, with penalties and statutory interest, and with court costs and reasonable attorney fees; to sue out an execution on said judgment, and to levy upon the lot or lots owned by such delinquent Members and sell the same to satisfy said judgment, in due course of law, in accordance with the statutes of the State of Wisconsin.

- (d)** To sell, dispose of purchase, or otherwise acquire for the Association any property, rights, or privileges which the Association is authorized to acquire at such prices and on such terms and conditions and for such considerations as it may see fit.
- (e)** To make, alter, rescind, and amend rules for the conduct of the Members, their guests, invitees, and lessees, and to fix and enforce penalties for violation of the Bylaws and rules.
- (f)** To prescribe rules for the admission of visitors and guests to the privileges of the Association.
- (g)** To call special meetings of the Association.
- (h)** To appoint delegates to different Associations with which the Association may be affiliated or for the purpose of conferring with other Associations or clubs respecting any matter in which the Association may be concerned.
- (i)** To make application and join or become a member of any club or Association of similar nature or purpose as the Association in order to further the ideal and usefulness of the Associations.
- (j)** To fill any vacancies among the officers or Directors by vote of the majority of those present in a regular or special meeting of the Board, called for the purpose, and for which notice was given in the call. The person so appointed shall hold office for the unexpired term of the Director whose retirement has caused the vacancy and until his successor is elected and qualified.
- (k)** To pay for any property or rights acquired by the Association, either wholly or partially, in money or in bonds, debentures, or other securities of the Association.

- (l) To determine who shall be authorized to sign, on the Association's behalf, bills, notes, receipts, acceptances, endorsements, checks, releases, contracts, mortgages, trust deeds, and other documents.
- (m) To admit to membership in the Association each immediate member of a family of a lot owner. By "immediate member" is meant a spouse, son, or daughter of the lot owner.
- (n) To appoint any and all committees with such powers and duties as the board may see fit and may delegate.
- (o) To remove from office any Director of the Association who shall be absent from the meetings of the Board of Directors, without reasonable excuse, for four (4) consecutive Directors' meetings of which he or she has received notice.
- (p) To remove any Director of the Association for fraud, gross mismanagement, or legal incompetence, at any time, at any regular or special meeting of the Members of the Board, by a vote of not less than two-thirds (2/3rds) of the Board Members personally present. Notice of such proceeding shall be given by certified mail to the Director whose removal is contemplated, as well as to the Board Members, at least one (1) week before the meeting at which the removal is voted upon. Vote by proxy shall be permissible if such proxy specifically authorizes vote.
- (q) To elect officers of the Association.
- (r) To do all things deemed by it necessary or expedient for the benefit and welfare of the Association.

#### **ARTICLE IV MEMBERSHIP AND MEETINGS**

##### **Section 1. Membership.**

- (a) **Owner Member:** Any person whose names(s) appears on a deed or land contract as filed in the Register of Deeds, Walworth County, Wisconsin for one (1) or more of the lots in Cedar Point Park, shall *ipso facto* be a member of the Association known as

“Owner Member.” In the event that a lot(s) is owned by a corporation, LLC, Limited Partnership, or Living Trust, each of said shareholders, trustee(s) and/or members shall become an Owner Member upon submission of a written list of said shareholders, trustee(s) and/or members to our Secretary for purposes of inclusion on our records. One individual must be designated in writing from the submitted list to receive Association communications, via email or mailings, to be responsible for payment of any and all assessments and permits, and to vote at any Association general or special meetings. The Owner Members for said lot(s) must also designate one (1) of their number as the Owner Member eligible for marine facilities as outlined in the Association marine policies and procedures. These written designations must be signed by all shareholders, trustee(s) and/or members for said lot(s) and provided to the Secretary.

- (b) **Voting.** One individual must be designated in writing from the submitted list, as defined in **Article IV. Section 1. (a)** above, to vote at any Association general or special meetings. The Owner Member may change his or her designation for voting member at any time by providing in written notice thereof, signed by each Owner Member for said lot(s) to the Secretary.

**Section 2. Disassociation.** Any Owner Member who ceases the criteria of **Article IV 1. (a)** above, shall *ipso facto*, cease to be an Owner Member. Upon any sale or other transfer of property, the disassociating Owner Member shall notify the Association by providing written notice of said transfer, pay any and all assessments, fines, and liens, if any, to the date of closing, and give the name of the new owner and contact information to the Secretary. The personal representative of a deceased Owner Member, or the Trustee in bankruptcy of a bankrupt Owner Member, or any receiver appointed by any court of competent jurisdiction for any Owner Member shall, during the term of his office of authority, exercise the privileges and be liable for the obligations and duties of such disassociating Owner Member.

**Section 3. Annual Meeting.** The annual meeting of the Members of the Association shall be held on the second Saturday in July in each year in the Village of Williams Bay, County of Walworth, State of Wisconsin. The meeting shall be held at such hour and place as the Board of Directors shall direct. A simple majority of Voting Members in good standing, either in person or by proxy, at said annual meeting shall constitute a quorum for the transaction of any and all business. If no quorum be present in person and by proxy, the presiding officer shall adjourn the meeting to another day at the same hour, and shall instruct the Secretary to send notice by mail of the failure to secure a quorum, and call for attendance in person or by proxy on such adjourned day. Failing to secure a quorum on such other day, the meeting shall be adjourned by the presiding officer until the next annual meeting and the budget as prepared by the Directors shall be adopted by the Board of Directors for the spreading of an assessment for the ensuing year.

**Section 4. Special Meeting.** Special meetings of the Members may be called at any time by the Board of Directors, and shall be so called upon written request of thirty (30) or more Voting Members to any officer or Director.

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**Section 5. Notice of Annual Meeting.** Notice of the time and place of annual meetings will be published in a newspaper printed in the County of Walworth, State of Wisconsin, at least two (2) weeks previous to the date of said annual meeting, and shall be mailed to each Member at the post office address as the same appears upon the records of the Association at least two (2) weeks prior to the date of such meeting. If no newspaper is printed in Walworth County, then a certified copy of the notice, certified by the President and Secretary or Treasurer, shall be posted at the U.S. Post Office in Williams Bay, Wisconsin.

**Section 6. Order of Business of Annual Meeting.** The order of business to be followed by the Association shall be as follows:

- (a) Roll Call/Proxy Quorum.
- (b) Reports of Officers and Directors.
- (c) Reports of Committees.
- (d) Reading of Resolution and member approval thereof since last annual meeting.
- (e) Old Business.
- (f) New Business.
- (g) Adjournment.

## **ARTICLE V OFFICERS**

**Section 1. Officers.** The general officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and an Assistant Treasurer. All such officers shall be Directors who have been elected pursuant to **Article III. 3** above.

**Section 2. Election.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board held after each annual meeting, and no compensation shall be paid any officer or Director.

**Section 3. Additional Officers.** The Board of Directors may provide for the appointment of such additional officers as the Board deems best for the interests of the Association.

**Section 4. President.** The principal duties of the President shall be to preside at all meetings, general or special, of the Members, as well as of the Board of Directors; to have general supervision of the affairs of the Association; and to execute all corporate instruments required by law to be executed by the President.

**Section 5. Vice President.** The principal duties of the Vice President shall be to discharge the duties of the President in the event of the disability, for any cause whatsoever of the President.

**Section 6. Secretary.** The principal duties of the Secretary, who is named in the Articles of Organization as the Secretary, shall be to countersign and attest all deeds, leases, and conveyances executed by the Association, to affix the seal of the Association thereto and to such other papers as shall be required or directed to be sealed; and to keep full minutes of all meetings of the Members and Board of Directors. The Secretary shall be ex-officio Secretary of the Board of Directors; shall attend all sessions of the Board, shall act as clerk thereof and record all votes and the minutes of all proceedings in a book to be kept for the purposes; and shall perform like duties for the standing committees when required. The Secretary shall keep record of the Owner Member for each lot, designated under **Article IV 1. (b)** above, and perform such other duties as many be prescribed by the Board of Directors.

**Section 7. Treasurer and Assistant Treasurer.** The duties of the Treasurer and Assistant Treasurer shall be to keep full and accurate accounts of receipts and disbursements in books belonging to the Association and to deposit all monies and other valuable effects in the name and to the credit of the Association in such bank depositories as may be designated by the Board of Directors. The Treasurer and Assistant Treasurer shall disburse the funds of the Association as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, whenever they may require it, an account of all transactions as Treasurer and Assistant Treasurer, and the financial condition of the Association. The Treasurer and Assistant Treasurer may be required to give the Association a bond in sum, and with one (1) or more sureties satisfactory to the Directors, for the faithful performance of the duties of his or her office, and the restoration to the Association in case of his or her death, resignation, or removal from office of all books, papers, vouchers, money, or other property, of whatever kind in his possession belonging to the Association. He or she shall be required at the direction of the Board of Directors to countersign and attest all deeds, leases, and conveyances executed by the Association, and to affix the seal of the Association thereto and to such other papers as shall be required to be sealed.

**Section 8. Duties.** All officers of the Association shall perform such additional or different duties as shall from time to time be imposed or required by the Board of Directors, the President or as may be prescribed from time to time by the Bylaws.

## **ARTICLE VI VOTING AND ELECTIONS**

**Section 1. Voting.** The control of the affairs of the Association shall be by the majority vote of its Members in good standing, except in those matters requiring a two-thirds (2/3) vote.



Every lot in any of said subdivisions hereinbefore described shall be entitled to one (1) vote, and any fractional share thereof, at any and all meetings of Members; provided however, that no Member shall be entitled to vote at any meeting if he/she shall be in arrears in payment of any dues or assessments levied by the Association against his/her lot or lots or membership in the Association, unless the Members, by a vote of those present, shall suspend, rule, and permit delinquent Members to vote.

**Section 2. Nominating Committee.** The Board of Directors shall, at any Board of Directors meeting held previous to the next annual meeting of the Associations, appoint a Nominating Committee, composed of three (3) Members of the Association, who shall select candidates for Directors to be voted for at the ensuing annual meeting or its adjournment thereof.

**Section 3. Nomination by Members.** Any Member may place in nomination the name of one (1) or more Members for election as Director by notifying the Secretary in writing of such nomination thirty (30) days preceding any annual election.

**Section 4. Election.** The election of Director shall be by ballot or by a rising of hands or voice vote at the place where the annual meeting is to be held.

**Section 5. Presiding Officer.** The presiding officer at the annual meeting shall appoint a committee of three (3) Members who shall act as tellers during the election.

**Section 6. Chairman.** The presiding officer at the annual meeting shall appoint a chairman whose duty may be to preside over said meeting while the presiding officer is temporarily relinquishing the chair.

**Section 7. Proxy.** Voting Members may be represented at all meetings by written proxy. All proxies must be filed with the Secretary and to be effective must be signed by the Member and filed with the aforesaid Secretary before the annual meeting is called to order. Proxies shall be good for a term of not more than six (6) months from the date thereof.

## **ARTICLE VII BYLAWS, ARTICLES OF ORGANIZATION, AND CONTRACTS**

**Section 1. Bylaws.** These Bylaws may be altered, amended, or repealed and new Bylaws adopted from time to time. Every proposed alteration, repeal, amendment, or new Bylaws adopted must be presented in writing at a regular meeting of the Board of Directors, and shall not be acted upon by said Board until the next succeeding meeting, which shall be called for the purpose of considering and acting thereon. Action thereon may be postponed to a fixed date by

a vote of two-thirds (2/3) of the members of the Board of Directors present. Such amendment shall stand as the law of the Association when approved by a majority of the Voting Members present at the annual or special meeting. These Bylaws and any hereafter adopted, may be amended at any annual meeting of the Members of the Association, provided that notice that the amendment alteration, repeal, or new Bylaws will be presented for adoption, together with the language thereof, has been mailed or emailed to all Members not less than thirty (30) days prior to the meeting. Any Member shall be entitled to receive a copy of the Bylaws, and all amendments thereto, upon making a written request therefore to the Secretary.

**Section 2. Articles of Organization.** The Articles of Organization of the Association may be amended at any annual or special meeting of the Members of the Association, provided that notice of the intention to submit such proposed amendment and the language thereof shall have been submitted to each Owner Member by notice deposited in the mail, duly addressed to each Member of residence as shown in the records of the Association, at least thirty (30) days prior to such meeting. If such proposed amendment shall be approved by a majority of the voting members of the Association present at such meeting, the Articles of Organization shall thereupon stand amended and a certificate evidencing such fact shall be duly certified and filed as provided by law.

**Section 3. Contracts.** The Association shall not enter into or be bound by any contract or contracts, except as the same may be authorized and ratified by resolution in writing of the Board of Directors at a regular meeting or special meeting of that body. The Association shall not be bound by any unauthorized contract or act by any of its officers, agents, or employees.

## **ARTICLE VIII ASSESSMENTS**

**Section 1. Assessments.** The Board of Directors shall notify Members of the action taken by the Board, the amount of the assessment of each lot, and the date such assessment becomes due and payable, and such notice shall be given by U.S. Mail, postage prepaid, to each Owner Member affected thereby at his or her post office address as the same appears upon the records of the Association. Alternatively, members may request electronic communication by supplying the preferred email address.

**Section 2. Delinquent Assessments.** If an assessment owing to the Association is not paid on or before the date set forth by the Board pursuant to **Article VIII. 1.**, above, then all such indebtedness shall be delinquent. Delinquent assessments shall bear interest from and after the due date set forth in **Article VIII. 1.**, at a rate of ten percent (10%) *per annum*.

**Section 3. Discontinuance of Privileges.** The Board of Directors shall have power to discontinue any and all of the privileges services, and benefits of the Association to delinquent Members or members not in good standing for any other reason, and to forbid the use by said

delinquent Member of any of the property owned by the Association for the common benefit of the Members.

**Section 4. Prosecution.** The Board of Directors shall have power to institute and prosecute any legal proceeding the Board deems proper for enforcement of any obligation of the Bylaws, or by any amendment to either or both of the same, and by virtue of the warranty deeds or land contracts through or under which they hold ownership.

## **ARTICLE IX REGULATIONS GOVERNING MARINE FACILITIES**

**Section 1. Notice.** The Board of Directors are empowered to regulate the construction and location of all marine facilities on Association parks, waterways and any off-shore areas, and to this end the Board shall establish specifications for construction of said facilities and location of same on parks, waterway and offshore areas.

**Section 2. Permit.** The Board, in regulating the construction and locating of said marine facilities, shall issue permits. The fee for said permits shall be set by the Board of Directors.

**Section 3. Removal.** The Board of Directors is empowered to remove all marine facilities from Association parks, waterways and any offshore area of said parks which are so located without permits issued by said Board, or which are so constructed as to not meet specifications of said permit. Where the Board of Directors orders the removal of property referred to above the expenses in connection therewith shall be paid by the owners, and in cases where property is removed and stored, the title to the property shall be vested in the Association if not claimed within ninety (90) days and expenses in connection with removal paid by the owner to the Secretary of the Association.

**Section 4. Transfer.** No Board regulation, rule or policy shall revoke or otherwise deprive any person of a marine facility permit following a transfer of ownership to a lot where the transferee and the transferee's predecessor in title are "immediate members" of a family as defined in **Article III, Section 8 (m)** which is : By "immediate member" is meant a spouse, son, or daughter of a lot owner.

## **ARTICLE X PROCEDURE FOR FIXING AND ENFORCING PENALTIES FOR VIOLATION OF THE RULES AND REGULATIONS OF THE ASSOCIATION**

**Section 1. Legal Committee.** The Board of Directors shall annually appoint a committee composed of Members of the Board or the Association at large to be known as the Legal Committee.

**Section 2. Duties.** The Legal Committee and its members shall have such duties and authority as are delegated from time to time by the Board.

**Section 3. Compliance.** The Board shall encourage voluntary compliance with the Rules and Regulations of the Association.

**Section 4. Guests.** A member shall be responsible for compliance with the Rules and Regulations of the Association by the Member's guests, invitees, and lessees. Any fine imposed under the provisions of the Bylaws for a rule violation committed by a guest, invitee, or lessee shall be levied against Member.

**Section 5. Enforcement.**

- (a) A rule or regulation violation may be reported to any member of the Legal Committee in writing on the CPPA Complaint form and distributed to the Board.
- (b) Upon receipt of such complaint, the Chairman of the Legal Committee, or a member designated by the Chairman, shall contact the alleged violator, discuss the matter, and request compliance.
- (c) If, in the judgment of the Committee, voluntary compliance with the Association Rules and Regulations, or any of them, cannot be reasonably anticipated:
  - (1) The Committee Chairman shall deliver personally, or by U.S. Mail, a printed notice of violation to the violator Member of the lot from which said Member derives his or her membership pursuant to **Article IV. 1.** above which shall include the time and place at which the facts of the alleged violation will be presented to the Board of Directors.
  - (2) At the hearing, any person acquainted with the facts may address the Board. The alleged violator shall have the customary rights of cross-examination, and the Board Chairman and Board Members shall have the right to interrogate all persons presenting testimony.
  - (3) At the conclusion of the hearing, the Board shall give its decision relative to the alleged violation. In the event the Board finds there was a violation, it shall obtain satisfactory assurances of future compliance with all Rules and Regulations of the Association or impose a fine for the violation as determined by the Board and set forth in the Association's Rules and Regulations. Each day

a violation continues shall be considered a separate violation and shall be subject to the imposition of an additional fine. In the event a fine is imposed, the lot or lots from which the Member derives his or her membership pursuant to **Section IV. 1.**, above, shall not be entitled to the voting privileges granted under **Section IV. 1.** until the fine is paid, and if the default of payment of the fine continues for a period of thirty (30) days, any permit for a buoy, slip, boat lift, or ramps granted to any Member whose membership is derived from said lot shall be revoked.

- (4) All fines that are not paid shall be included with the next assessment assessed to a Member pursuant to **Article VIII** above, and may be enforced in accordance with the provisions of **Article VIII. 3.** above.
- (5) In addition to the fine imposed under **Article X. 5. (c) (3)**, above, the Association may seek any other legal remedy available to it, including, but not limited to, an injunction preventing further violation by the Member and/or ordering the Member to remove the violating property or condition.
- (6) In the event the Association commences legal action to enforce the provisions of this **Article X. 1.**, the Member against whom such action is taken shall be responsible for all costs, including reasonable attorney fees, incurred by the Association.

## **ARTICLE XI INDEMNIFICATION**

**Section 1. No Liabilities.** No officer, Director, or member of any committee of the Association shall be personally liable for any act of the Association or for any other error or mistake, act, or omission committed by him or her for or on behalf of the Association occurring within the scope of his or her official authority or in the line of his or her duty as such officer, Director, or committee member, excepting only for his or her own willful misconduct or violation of law.

**Section 2. Procedure.** The Association shall indemnify every Director and officer, his heirs, executors and administrators, who is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a Director or officer, employee, or agent of the Association, or is or was serving at the request of the Association, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action suit, or proceeding if he or she acted in good faith and in a manner he or she believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Any monies

paid or payable by reason of this indemnification shall be considered an expense of operation of the Association and includable in the levy of any maintenance assessment.

(Amended July 10, 2021)