

BY-LAWS OF  
FORSYTH PARK PLACE HOMEOWNERS' ASSOCIATION,  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION  
(Revised 4/26/2022)

ARTICLE I  
Purposes

The purposes of the Forsyth Park Place Homeowners' Association ("the Association") are as stated in its certificate of incorporation. The Association also has such powers as are now or may hereafter be granted by the General Not-for-Profit Corporation Act ("the Act") of the State of Illinois and by the Owners' Declaration of Forsyth Park Place ("the Declaration"), as modified.

ARTICLE II  
Members

Section 1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Owner of a Lot (or beneficial owner if the Lot is owned by a Land Trust) shall be a member of this Association, which membership shall terminate upon the sale or other disposition of such member's Lot, at which time the new Lot Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, this Association, during the period of ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies against such former Owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

Section 2. Votes and Voting Rights. There shall be one vote for each Lot. If a Lot is owned by more than one person, the voting rights with respect to such Lot shall not be divided, but shall be exercised as if the Lot Owners consisted of only one person in accordance with the proxy or other designation made by the members constituting such Lot Owner.

Section 3. Transfer of Membership. Membership in this Association is not transferable or assignable, except only as provided in Article II, Section 1, hereof.

Section 4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Lot pursuant to an installment contract, the purchaser of such Lot shall, during such times as she/he resides in the Lot, be counted toward a quorum for the purpose of election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be

counted toward a quorum, be permitted to vote for a particular office, or be elected to serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of the Dwelling Unit Installment Contract Act approved August 11, 1967, as amended (765 ILCS 75/0.01, et seq.).

### ARTICLE III Meetings of Members

Section 1. Annual Meeting. An annual meeting of the members shall be held on the last Tuesday of April in each year at a place and time designated by the Board of Directors for the purpose of electing directors, conducting a budget hearing, and transacting such other business as may come before the meeting. In extraordinary circumstances the Board of Directors may reschedule the annual meeting on another date, provided there is no unwarranted delay in the election of directors. The secretary shall, within three working days of any request therefore, provide to any member the names, addresses and telephone numbers (if in the records of the Association), of each member entitled to vote at the meeting.

Section 2. Special Meeting. Special meetings of the members may be called by any member of the Board of Directors or members controlling at least 10 votes as defined in Article II, Section 2. Any special meeting shall occur at a reasonable date, place, and time as designated by the person(s) calling the meeting.

Section 3. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered, either personally or by United States mail or by electronic mail, to each member entitled to vote at such meeting. Notices of annual meetings shall be delivered at the direction of the president or the secretary at least thirty (30) days before the date of such meeting and include an election statement naming Board members whose term(s) is/are expiring and declared candidates to fill that/those term(s), the tentative budget for the upcoming fiscal year, an optional proxy form, and a draft of tentative minutes from the last meeting. In case of a special meeting or when required by statute or by these By-Laws, the notice shall be delivered at the direction of the person(s) calling the special meeting at least three days before the date of such meeting with the purpose for which the meeting is called stated in the notice. If mailed by post, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. Notice made by electronic mail shall be deemed delivered when sent to an e-mail address provided to the Association by the member.

Section 4. Quorum. The members holding at least 25 votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at an annual meeting of members, the meeting will be adjourned without further notice and rescheduled by the president for a later date. Any special meeting lacking a quorum may include a discussion of the issue(s) stated in the notice, but no motions may be considered.

Section 5. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution.

Section 6. Unanimous Consent. At any meeting of members at which a quorum is present, the membership may, by unanimous vote, suspend (a) specific rule(s) for conducting that particular meeting or an upcoming meeting of the Board of Directors.

## ARTICLE IV Board of Directors

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be five. Directors shall serve without compensation for the entire tenure of their terms. All terms of directors shall be for a period of three years organized so that one director is elected in years divisible by three and two directors are elected in each of all other years. A director's term begins at the beginning of the board meeting following the annual membership meeting at which said director is elected and qualified. Directors shall be allowed to succeed themselves if re-elected by the members. Only a member of the Association may be a director of the Association.

Section 3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Lot Owners biographical and background information about candidates for election to the Board if (a) no preference is expressed in favor of any candidate and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated. The Board of Directors shall act as a nominating committee to establish the list of nominees for any election.

Section 4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the annual meeting of members. The purpose of this meeting shall include the installation of any new directors, the election of Board officers, the formal adoption of a budget for the new fiscal year, establishing at least three more regular meeting dates for the fiscal year, and taking action on any other business that may come before the Board.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any director(s), who shall determine the place, date, and time of the special meeting.

Section 6. Notice. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by personal contact, any mode of telephone communication, or

electronic mail to each director. Concurrent notice of such meetings of the Board of Directors shall be sent by electronic mail to all e-mail addresses provided to the Association by members. Notice made by electronic mail shall be deemed delivered when sent to an e-mail address provided to the Association. Any director may waive notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws. Written notice of any meeting of the Board of Directors at which the adoption of the proposed annual budget or any increase or establishment of an assessment is to be considered shall be mailed by post or electronic mail or delivered to all members not less than 30 days before any such meeting. Notice of other meetings of the Board of Directors shall be sent by electronic mail to all e-mail addresses provided to the Association by members.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that, if less than a majority of the directors are present at the meeting, a majority of the directors present shall adjourn the meeting without further notice.

Section 8. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except when otherwise provided by law or by these By-Laws.

Section 9. Vacancies. Any vacancy occurring in the Board by reason of death, removal, or resignation of a member of the Board shall be filled by the two-thirds vote of the remaining members of the Board. A member elected by the Board to fill a vacancy shall serve until the next meeting of the members, provided that if a petition is filed with the Board signed by members holding 10 of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his/her predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition, and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board may resign at any time by written resignation delivered or mailed to the Secretary of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal, or resignation of a member of the Board, no member of the Board remains in office, a special meeting of the members may be called to fill all vacancies for the unexpired terms of the members of the Board.

Section 10. Removal. Any member of the Board of Directors may be removed from office by the affirmative vote of 36 of all the members at a special meeting called for such purpose.

Section 11. Contracts. The Board may not enter into a contract with a current board member or with a corporation or partnership in which a board member has 25% or more interest unless notice of intent to enter the contract is given to Lot Owners within 20 days after a decision is made to enter into the contract and the Lot Owners are afforded an opportunity by filing a petition, signed by 10 Lot Owners, for an election to approve or disapprove the contract. Such

petition shall be filed within 20 days after such notice, and such election shall be held with 30 days after filing the petition.

Section 12. Minutes. The secretary shall make the tentative minutes of each Board meeting available electronically within one week of the meeting date.

## ARTICLE V Officers

Section 1. Officers. The officers of the Association shall be a President, a Vice President, an Assistant Vice President, a Treasurer, and a Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors from among the member of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected by the Board of Directors may be removed by a majority vote of the Board of Directors.

Section 4. Vacancies. A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the Board of Directors until the next meeting of the Board where officers are elected.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. She/He shall preside at all meetings of the members and of the Board of Directors. She/He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments the Board of Directors has authorized to be executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President and Assistant Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions as on the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever and deposit all such money in the name of the Association on such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the

duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; receive all notices on behalf of the Association; together with the President, execute on behalf of the Association amendments to Homeowners Association Instruments and other documents as required or permitted by the Declaration, these By-Laws, or the Act; be the custodian of the records; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

## ARTICLE VI

### Powers and Duties of the Association and Board of Directors

Section 1. General Duties, Powers, etc., of the Board of Directors. The Board shall exercise for the Association all powers, duties, and authority vested in the Association by the Act and including but not limited to the following:

- a. Operation, care, upkeep, maintenance, replacement, and improvement of the Common Areas and Lots to the extent set forth in the Declaration.
- b. Preparation, adoption, and distribution of the annual budget for the Property as deemed necessary by the Board.
- c. Levying of assessments.
- d. Collection of assessments from Lot Owners. This shall include taking legal action, if deemed necessary by the Board, to collect assessments levied upon any Lot Owner which are not paid within the time for payment as reasonably determined by the Board.
- e. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Areas and Lots to the extent set forth in the Declaration.
- f. Obtaining, conveying, encumbering, leasing, and otherwise dealing with Lots and land conveyed to or purchased by it.
- h. Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- i. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- j. Having access to each Lot, from time to time, as may be necessary for the maintenance, repair, or replacement of any Common Area therein or accessible therefrom; for making

emergency repairs therein necessary to prevent damage to the Common Area or to another Lot or Lots; or the care, upkeep, maintenance, and repair of Lots to the extent set forth in the Declaration.

k. Borrowing money at such rates of interest as it may determine, issuing its notes, bonds, and other obligations to evidence such borrowing, and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income.

l. Paying real estate property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, that are authorized by law to be assessed and levied on the Homeowners' Association. (This shall not include real estate property taxes or special assessments levied on each Lot, which will be billed and paid by the Lot Owner.)

m. Imposing charges for late payments of a Lot Owner's proportionate share of the Common Expense, or any other expenses lawfully agreed on, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.

n. Assigning its rights to future income, including the right to receive Common Expenses assessments.

o. Recording the dedication of a portion of the Common Area to a public body for use, as, or in connection with, a street or utility, when authorized by the members.

p. Recording the granting of an easement for the laying of cable television cable when authorized by the members.

q. Recording the grant of an easement for construction, maintenance, or repair of a project for protection against water damage or erosion.

r. Making reasonable accommodation of the needs of Lot Owners with disabilities, as required by the Americans with Disabilities Act, in the exercise of its powers with respect to the use of the Common Area or approval of modification in an individual Lot.

s. Taking legal action, if deemed necessary by the Board, to enforce any provision of these By-Laws or of the Forsyth Park Place Homeowners' Association Declaration.

Section 2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the following powers:

a. To engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance, and management of the Property, or in connection with any duty, responsibility, or right of the Association and to remove, at any time, any such personnel.

b. To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Association.

c. To invest any funds of the Association in certificates of deposit, money market funds, or comparable investments.

d. Upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a majority of the Lot Owners at a meeting duly called for such purpose, the Board, acting on behalf of all Lot Owners, shall have the power to seek relief from or in connection with the assessment or levy on the Common Area of any real property taxes, special assessments, or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

Section 3. Authorized Expenditures. The Association shall acquire, make arrangements for, and pay for the following:

a. Water, electricity, or other necessary utility service for the Common Area and such services to the Lots as are not separately metered or charged to the owners thereof.

b. Such insurance as the Association is required or permitted to obtain as provided in the Declaration.

c. Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair, and replacement of the Common Area and such furnishings and equipment for the Common Area as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Area.

d. Any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations, or assessments that the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

e. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Common Area or any part thereof that may in the opinion of the Association constitute a lien against the Common Area, rather than merely against the interest therein of particular Lot Owners. When one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Lot Owners.

f. If maintenance and repair of any Lot or any other portion of the Property that a Lot Owner is obligated to maintain or repair under the terms hereof is necessary, in the discretion of the Association, to protect the Common Area or any other portion of the Property, and if the Owner of said Lot has failed or refused to perform this maintenance or repair within a reasonable time after written notice of the necessity of this maintenance or repair is delivered by the Association to the Lot Owner, then the Association shall levy a special assessment against such Lot Owner for the cost of the maintenance or repair.



g. Maintenance and repair (including payment of real estate taxes and common expenses) with respect to any Lot owned by the Association.

Section 4. Capital Expenditures. There shall be no structural alterations to, capital additions to, or capital improvements on the Common Area or the adoption of special assessment with respect thereto (other than for purposes of repairing, replacing, and restoring portions of the Common Area) requiring a special assessment or an expenditure in excess of \$5,000.00 without the prior approval of 36 Lot Owners.

Section 5. Fiduciary Function. In the performance of their duties, the officers and member of the Board shall exercise the care required of a fiduciary of the members.

Section 6. Annual Budget.

a. The Board shall prepare a proposed budget of anticipated income and expenses in accounting categories for the coming fiscal year to be presented for discussion at the annual meeting of members. Budgets shall be designed to maintain a reasonable amount considered by the Association to be necessary for a reserve for contingencies and future repairs and replacements.

b. If said Annual budget proves inadequate for any reason, including nonpayment of any Lot Owner's assessment, or any nonrecurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be separately assessed to the Lot Owners, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Lot Owners (as provided in Article III, Section 6, of the By-Laws) by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective and shall be payable to such time or times as determined by the Board. All Lot Owners shall be obligated to pay the further assessment.

c. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Lot Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Lot Owners.

Section 7. Annual Accounting.

a. On or before the 1<sup>st</sup> day of July of each year, the Board shall supply to all Lot Owners an itemized accounting of all income and disbursements for the preceding fiscal year as approved by the Board. The accounting shall also report balances in all banking and investment accounts, a brief explanation for any area of the budget where actual receipts and/or disbursements varied significantly from budgeted amounts, and any other financial information that the Board deems significant.

b. An annual audit of the accounting records shall be performed by a committee of members of the Association appointed by the Board. Any member performing the audit shall not be a member of the Board.

Section 8. Conducting Businesses. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Lot Owners or any of them. The granting of concessions shall not be considered conducting an active business for profit.

Section 9. Board Policies. The Board shall maintain a summary of policy decisions and precedents known as “Board Policies” for future reference. This document shall be periodically updated and made available to members electronically and in writing upon request.

## ARTICLE VII

### Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, electronic transactions, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be executed by such officer or officers or agent or agents of the Association and in such manner as shall be determined by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift bequest, or devise for the general purposes or for any special purpose of the Association.

## ARTICLE VIII

### Books and Records

Section 1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board.

Section 2. Availability for Examination. The Association shall maintain the following records of the Association and make such records available for examination and copying at convenient hours of weekdays by the Lot Owners or holders, insurers, and guarantors of first mortgages that are secured by Lots and their duly authorized agents or attorneys.

a. Copies of the Recorded Declaration, By-Laws, other duly recorded covenants and by-laws, and any amendments, Articles of Incorporation of the Association, annual reports, and any rules and regulations adopted by the Association or the Board.

b. Detailed accurate records in chronological order of all receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses of the Common Properties and any other expenses incurred, and copies of all contract, leases, or other agreements entered into by the Association.

c. The minutes of all meetings of the Association and the Board, which shall be maintained for a period of not less than seven years.

d. Ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Lot Owners, which shall be maintained for a period of not less than one year.

e. Such other records of the Association as are available for inspection by member of a not-for-profit corporation pursuant to the General Not-for-Profit Corporation Act of 1956 of the State of Illinois, as amended.

Section 3. Copying Fees. A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board.

## ARTICLE IX

### Fiscal Year

The fiscal year of the Association shall begin on the first day of May and end on the last day of April.

## ARTICLE X

### Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the General Not-for-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or By-Laws of the Association, or the Owners' Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE XI

### Liability and Indemnity

The members of the Board of Directors and officers thereof shall not be liable to the members as members or owners for any acts or omissions made in good faith as such members of the Board of Directors or officers. The members shall indemnify and hold harmless each of the directors or officers against all contractual liability to others arising out of contracts made by such

members or officers on behalf of the Owners or the Association, unless such contract shall have been made in bad faith or contrary to the provisions of these By-Laws or the Declaration.

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him/her in connection with any proceeding to which she/he may be a party, or in which he may become involved, by reason of his/her being or having been a director or officer of the Association, or any settlement thereof, whether or not she/he is a director or officer at the time such expenses are incurred, except in such cases in which the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties. In the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE XII Rummage Sales

Rummage sales, defined as any advertised sales of old or new miscellaneous items, shall be regulated. Only one community rummage sale, scheduled and organized by a person or committee appointed by the Board, shall be held per year. Participation in annual rummage sales shall be limited to Forsyth Park Place residents. A non-resident may assist at or contribute to a specific sale organized by a resident and held on that resident's property.

In the event that a Forsyth Park Place property is being vacated and prepared for sale, the owner(s) or an executor may conduct a rummage sale at the single property for a period not to exceed two consecutive days.

## ARTICLE XIII Construction

Section 1. Declaration. The term "Declaration" wherever used herein refers to a document with later modifications known variously as "Owner's (sic) Declaration" dated November 29, 2004, "Owner's (sic) Declaration of Forsyth Park Place Subdivision" in previous versions of these By-Laws, and the "Owners' Declaration of Forsyth Park Place".

Section 2. Relationship of the By-Laws and the Declaration. Nothing herein contained shall in any way be construed as altering, amending, or modifying the Declaration. The Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative, and proper use and conduct of the Parcel. If there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

Section 3. Other definitions. All words and terms used herein that are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration. The terms "Board" and "Board of Directors" refer to the Forsyth Park Place Homeowners' Association Board of Directors.

## ARTICLE XIV

### Amendments

A copy of any proposed amendment(s) to these By-Laws shall be delivered personally or sent by United States mail or electronic mail to each Unit Owner at least one week prior to a meeting of all Unit Owners where the approval of the proposed amendment(s) shall be considered. Approval must be by a vote of two-thirds of the Unit Owners present or voting by proxy.