

STATE OF MISSISSIPPI

COUNTY OF RANKIN

BY-LAWS

KENSINGTON HOMEOWNERS ASSOCIATION, INC.

GENERAL

ASSOCIATION NAME. The name of the corporation is KENSINGTON HOMEOWNERS ASSOCIATION, INC. and its duration is perpetual.

THE PROPERTY. The property located in City of Flowood, Rankin County, Mississippi, and more particularly described as the Kensington Subdivision which is a subdivision on file and of record in the office of the Rankin County Chancery Clerk located in Brandon, Mississippi.

PERFORMANCE. The Association has been organized to perform the functions described herein except for those to be performed by others as set forth herein. The Association is charged with the duties and has the powers prescribed by law and set forth in the Articles, By-laws and Declaration. Neither the Articles nor the By-laws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with the Master Declaration.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the definitions as set out in the Declaration as well as the terms further defined in this Article hereunder shall, for all purposes of these By-Laws, have the meaning specified.

1.0 Accessory Dwelling Unit. "Accessory Dwelling Unit" shall mean any habitable structure on the Owner's property other than the primary residence.

1.1 Architectural Review Committee. "Architectural Review Committee" shall mean a committee, or its designee, created pursuant to the Master Declaration to review and approve plans for the construction of Improvements upon the Property.

1.2 Articles. "Articles" shall mean the Articles of Incorporation of Kensington Homeowners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Mississippi, as from time to time amended.

1.3 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of the Master Declaration and/or these By-Laws.

1.4 Association. "Association" or "Master Association" shall mean and refer to Kensington Homeowners Association, Inc., a Mississippi non-profit corporation, its successors and assigns.

1.5 Board. "Board" shall mean the Board of Directors of the Association.

1.6 Bylaws. "Bylaws" shall mean this instrument as it may be amended from time to time pursuant to the provisions of this instrument.

1.7 Kensington Restrictions. "Kensington Restrictions" shall mean, collectively, (i) the Master Declaration which includes the Design Guidelines, together with any and all Supplemental Declarations, as the same may be amended from time to time, (ii) the Kensington Rules, and (iii) the Articles and Bylaws from time to time in effect, as the same may be amended from time to time.

1.8 Kensington Rules. "Kensington Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.9 Common Areas. "Common Areas" shall mean those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified thereon as "Greenbelt" or "Amenity Area."

1.10 Common Properties. "Common Properties" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets and alleys, (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Properties to be owned by the Association shall include (i) Common Areas and (ii) those areas of land deeded to the Association by Declarant.

1.11 Declarant. "Declarant" shall mean Kensington Development, LLC, a Mississippi Limited Liability Corporation, its duly authorized representatives of their respective successors or assigns; provided that any assignment of the rights of Kensington Development, LLC, a Mississippi Limited Liability Corporation must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.12 Design Guidelines. "Design Guidelines" shall mean those certain Design Guidelines set forth in the Master Declaration as the same may be amended from time to time.

1.13 Fiscal Year. Begins January 1 and ends December 31.

1.14 Greenbelt or Amenity Area. “Greenbelt” or “Amenity Area” shall mean all areas designated by Declarant to be held as open space for passive or active recreational purposes for the benefit of all Owners.

1.15 Improvement. “Improvement” shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, basketball goals, playscapes, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning units, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in conjunction with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.16 Lot. “Lot” or “Lots” shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat or a Preliminary Plat, together with all Improvements located thereon.

1.17 Master Association. “Master Association” or “Association” shall mean the Kensington Homeowners Association.

1.18 Master Declaration. “Master Declaration” or “Declaration” shall mean the Kensington Master Declaration of Covenants, Conditions and Restrictions including all attachments thereto, and as it may be amended from time to time.

1.19 Member. “Member” or “Members” shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.20 Mortgage. “Mortgage” shall mean any mortgage of deed of trust covering all or any portion of the Property given to secure the payment of debt.

1.21 Mortgagee. “Mortgagee” or “Mortgagees” shall mean the holder or holders of any mortgage or mortgages.

1.22 Owner. “Owner” or “Owners” shall mean and refer to a person or persons, entity or entities, including Declarant, holding a fee simple interest in all or any portion of the Property, but shall not include the Mortgagee.

1.23 Person. “Person” or “Persons” shall mean any individual, individuals, entity or entities having a legal right to hold title to real property.

1.24 Plans and Specifications. “Plans and Specifications” shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exteriors, plans for utility services, all other documentation or information relevant to such Improvement, and any and all additional documentation or information called for by the Design Guidelines.

1.25 Planting Strip. “Planting Strip” shall mean the land surface area between a curb and sidewalk along a street or the land surface area between the edge of an alleyway paving and the adjacent Lot line.

1.26 Plat. “Plat” shall mean a final subdivision plat of any portion of the Property.

1.27 Preliminary Plat. “Preliminary Plat” shall mean a preliminary subdivision plat of any portion of the Property which has been approved by the City of Flowood, County of Rankin, Mississippi.

1.28 Property. “Property” shall mean that real property which is subject to the terms of these By-laws and/or the Master Declaration.

1.29 Subassociation. “Subassociation” shall mean any non-profit Mississippi corporation or unincorporated association organized and established by Declarant or with Declarant’s approval, pursuant to or in connection with Supplemental Declaration.

1.30 Subdivision. “Subdivision” shall mean the Kensington Subdivision and shall refer to property within the area identified in the Master Declaration which has been subdivided and shown on a Plat or Preliminary Plat.

1.31 Supplemental Declaration. “Supplemental Declaration” shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add land to the Property, (ii) to subject any area of the Property to further covenants, conditions or restrictions or (iii) to withdraw land from the Property.

## ARTICLE II

### THE KENSINGTON HOMEOWNERS ASSOCIATION, INC.

2.1 Organization. The Declarant shall, at such time as the Declarant deems appropriate, cause the formation and incorporation of the Kensington Homeowners Association as a non-profit corporation under the laws of the State of Mississippi. The Master Association shall be created for the purposes, charged with the duties, governed by the provisions and vested with the powers prescribed by law or set for in its Articles and Bylaws and in the Master Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or

interpreted so as to be inconsistent with the Master Declaration. Nothing in the Master Declaration shall prevent the creation, by provisions therefor in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declaration.

2.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is part of the Property through judicial or nonjudicial foreclosure, shall be a Member of the Association. Every member shall have the right at all reasonable times during business hours to inspect the books and records of the Association upon no less than a ten (10) day notice.

2.3 Voting Rights and Election of Directors. The Corporation shall have two classes of voting memberships and subject to the provisions of these By-Laws concerning the first Board, at each Annual Meeting of the Association or at a Special Meeting called for this express purpose, the Members shall elect Directors to fill such vacancies as may exist on the Board. There shall be no cumulative voting. The candidates receiving the highest number of votes, up to the number of Directors to be elected shall be deemed elected. No Annual Meeting shall be held until such time as the association contains fifty-two (52) Class A voting members. Each lot of the subdivision shall have the right to cast one (1) vote. Therefore, in the event a lot is titled/owned by more than one person, only one vote shall be allowable for the respective lot and the first vote cast/submitted on behalf of a lot will be the only vote accepted/considered for said lot.

A. Class A Members shall be entitled to elect two members of the Board of Directors so long as there is Class B membership. The Class A members shall elect one Director for a term of one year and one Director for a term of three years. Each lot shall have no more than one vote.

B. Class B Members, the Developer, shall be entitled to appoint three members of the Board of Directors of the Association for a term of three years. Class B Membership shall terminate and all membership will become Class A Members upon the Developer completing development of the approved master plan, attached to the Declaration as Exhibit "G".

C. After the first Annual Meeting, the Members shall elect or the Developer shall appoint Directors for a term of three years to fill the terms of office of Directors whose term expires at such Annual Meeting.

2.4 The First Board and Subsequent Board. The initial Board shall be designated by the Developer and shall consist of five Members who shall serve until the First Annual Meeting subsequent to the association containing fifty-two (52) Class A voting members. At such meeting, members of the Board shall be elected or appointed by the membership of the various classes of membership to fill vacancies on the Board and/or vacancies created by expiration of a term, and all such successors to the First Board, who are elected upon the expiration of a term shall serve as provided herein.

A. First Board of Directors. The number of Directors constituting the initial Board of Directors of the Association is five, and the names of the persons who are to serve as Directors until the first Annual Meeting or until their successors are elected and take office are:

CONRAD P. GILMORE

ALLISON CAUSEY

DUANE GRIFFIN

MATTHEW B. ALLISTON

MICHAEL LOVE

Until succeeded by Directors elected or appointed by the membership, the Directors need not be lot owners. The Directors elected by class B members need not be lot owners. All Directors elected by class A members must be lot owners.

B. Removal of Directors. Except for the members of the initial Board, Directors may be removed for cause and a successor elected by an affirmative vote of the majority of members of each class. Directors elected by Class A members may be removed from office by majority vote of Class A members voting in person or by proxy at a meeting called for the purpose of considering such removal. Directors appointed by the Class B members may be removed by written notification of the Class B member to the Secretary/Treasurer of the Association of such removal.

C. Resignation of Directors. Any Director may resign at any time by giving written notice to the President or to the Secretary.

2.5 Powers and Authority of the Association. The Kensington Homeowners Association shall have the powers of a Mississippi non-profit corporation subject only to such limitations upon the exercise of such power as are expressly set forth in the Declaration and/or these By-laws. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Mississippi or of the two preceding sentences, the Kensington Homeowners

Association and the Board, acting on behalf of the Kensington Homeowners Association, shall have the power and authority at all times as follows:

- (A) Kensington Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Kensington Rules and Bylaws, not in conflict with the Master Declaration, as it deems proper covering any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the Opinion of the Board, are reasonably necessary or appropriate to carry out the Kensington Homeowners Association functions.
- (C) Records. To keep books and records of the Kensington Homeowners Association's affairs and to make all such books and records available for inspection by an Owner upon request and at reasonable times and intervals.
- (D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the Case of a nonemergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereof for the purpose of enforcing Kensington Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to Kensington Restrictions and the expense incurred by the Kensington Homeowners Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular, special and initial assessments. The Kensington Homeowners Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of Kensington Restrictions.
- (F) Legal and Accounting Services. To retain and pay for legal and accounting service necessary or proper in the operation of the Kensington Homeowners Association.
- (G) Collection for Subassociation. To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to the Master Declaration.

- (H) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, right-of-way, or mortgages out of, in, on, over, or under any Kensington Homeowners Association property for the purpose of construction, erecting, operating or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (5) Any similar public, quasi-public or private improvements or facilities; provided, however, that the Kensington Homeowners Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Areas without complying fully with the requirements of the Declaration.

Nothing above contained, however, shall be constructed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of the Master Declaration.

- (I) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Kensington Homeowners Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Kensington Homeowners Association or may be furnished by the Manager. To the extent permitted by law, the Kensington Homeowners Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Master Association hereby release the Kensington Homeowners Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

- (J) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Kensington Homeowners Association property; to maintain and repair easements, roads, roadways, right-of-ways, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate and to own and operate any and all types of facilities for both active and passive recreation.

- (K) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Kensington Homeowners Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Kensington Homeowners Association.
- (L) Construction on Association Property. To construct new Improvements or additions to Kensington Homeowners Association properties, subject to the approval of the Architectural Review Committee as provided in the Master Declaration.
- (M) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.
- (N) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

2.6 Maintenance and Landscape Authority. The Kensington Homeowners Association shall maintain all streets and roadways within the Property, which have been completed but either remain private roads or are not yet accepted by the appropriate governmental entity for maintenance and shall maintain all landscaping and landscape irrigation systems within the Planting Strips of the Property as may be determined appropriate by the Board of the Association. In addition, the Kensington Homeowners Association shall be authorized to landscape, maintain and repair all easements, access easements, right-of-way, median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. The Kensington Homeowners Association shall maintain all Greenbelt or Amenity Areas dedicated to the Kensington Homeowners Association or maintenance, by or with the consent of the Declarant.

2.7 Lighting. The Kensington Homeowners Association shall pay for electrical services and for all other costs and expenses necessary to operate and maintain the lights within Greenbelt and Amenity Areas and at community centers within the Property.

2.8 Common Properties. Subject to and in accordance with the Declaration, the Master Association, acting through the Board, shall have the following duties:

- (A) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in such areas; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Kensington Homeowners Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Kensington Homeowners

Association property owned by or leased to the Kensington Homeowners Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

- (B) To construct, maintain, repair and replace landscape improvements and irrigation systems within public right-of-way pursuant to agreement(s) with the City of Flowood, County of Rankin, Mississippi or other appropriate governmental authority, which shall include the Planting Strips.
- (C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Kensington Homeowners Association, to the extent that such taxes and assessments are not levied directly upon the members of the Kensington Homeowners Association. The Kensington Homeowners Association shall have all rights granted by law to contest legality and the amount of such taxes and assessments.
- (D) Upon the approval of two-thirds (2/3) of the Owners and full compliance with the provisions of the Declaration to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Kensington Homeowners Association.
- (E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas. Such insurance shall be in an amount as the Board shall deem appropriate

2.9 Fencing. In the event Declarant shall erect or cause to be erected a fence along any portion of the Property or of any Lot where such side or rear property line adjoins a Greenbelt easement, then the Kensington Homeowners Association shall be responsible for all maintenance of such fence, including the obligation to rebuild the same upon a majority vote of the Directors.

2.10 Indemnification. The Kensington Homeowners Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceed, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, committee member, employee, servant or agent of the Kensington Homeowners Association against expenses, including attorney's fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he or she (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Kensington Homeowners Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The

termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Kensington Homeowners Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Kensington Homeowners Association, against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Kensington Homeowners Association would have the power to indemnify him or her against such liability hereunder or otherwise.

2.11 Violation of Kensington Rules. The violation of any restriction contained in the Master Declaration or the Kensington Rules by an Owner, his family, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

- (A) The imposition of a special charge not to exceed \$50.00 per violation, or
- (B) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, or
- (C) The right to cure or abate violation and to charge the expense thereof, if any, to such Owner, or
- (D) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

Before the Board may invoke the remedies provided above, it shall give notice of such alleged violation to the Owner in the manner specified in Article VI below, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. All unpaid special charges imposed pursuant to this section for violation of the restrictions or the Kensington Rules shall be the personal obligation of the Owner of the Property for which the special charge was imposed and shall become a lien against such Lot and all Improvements thereon. Such liens shall be prior to any declaration of homestead and the Kensington Homeowners Association may enforce payment of such special charges in the same manner as provided in Article VII below.

## ARTICLE III

### BOARD OF DIRECTORS' MEETINGS

3.1 Board Meeting Following First Annual Meeting. Following within ten days after the First Annual Meeting of the Association subsequent to there being fifty-two (52) Class A voting members, there shall be a meeting of the Board of Directors at such time and place as shall be fixed by the Members at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected Director(s) in order legally to constitute such meeting provided a majority of the whole Board shall be present.

3.2 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board. Notice of regular meetings of the Board shall be given to each Director, by e-mail, at least three business days prior to the day named for such meeting.

3.3 Special Meetings. Special meetings of the Board may be called by the President on three business days' notice to each Director given by e-mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

3.4 Waiver of Notice of Meeting. Any Director may at any time waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice.

3.5 Board Quorum. At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transacting of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board, there shall be less than a quorum present, a majority of those persons may adjourn the meeting from time to time.

3.6 Compensation of Board. No member of the Board shall receive any compensation from the Corporation for acting as such, except reimbursement of necessary and duly incurred expenses and/or unless member is an accountant or legal professional or payment is approved elsewhere in these By-laws or in the declaration.

3.7 Association Records. The Board shall cause to be kept detailed records of the actions of the Board and of its employees, if any, minutes of the meetings of the Board, minutes of the meetings of the Members and financial records and books of account of the Association.

3.8 Annual Report. An Annual Report of the receipts and expenditures of the Association shall be made at the end of each fiscal year. The Board shall cause this Report to be made and a copy of said Report shall be made available for inspection by Owners.

3.9 Filing of Tax Returns. The Board shall cause to be filed with the appropriate governmental agencies appropriate tax returns on a timely basis as required by law.

## ARTICLE IV

### OFFICERS OF THE ASSOCIATION

The First Officers of the Association are to be: President; Vice President; and Secretary/Treasurer. The office of Vice President and Secretary/Treasurer may be held by the same person and the office of President and Secretary/Treasurer may not be held by the same person.

4.1 Principal Officers of the Corporation. The principal officers of the Corporation shall be the President, the Vice-President the Secretary and the Treasurer. The President and the Vice-President shall be elected by and from the Board. Except as provided in the Articles with respect to the initial Secretary/Treasurer, the Treasurer and Secretary shall be appointed by the President. Any vacancies which may occur shall be filled by the Board. The Secretary and Treasurer need not be members of the Association. The initial officers of the Association shall be appointed by the Developer and shall serve until such time as the 1<sup>st</sup> annual meeting is held subsequent to there being fifty-two (52) class A voting Members.

4.2 President. The President shall be the Chief Executive Officer of the Corporation. He shall have all of the general powers and duties which are incidental to the office of President under Mississippi corporation law, including but not limited to the power to appoint committees from among the Owners from time to time, as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association. He is elected by the Board and need not be an Owner. Conrad P. Gilmore shall serve as the initial President of the corporation.

4.3 Vice-President. The Vice President shall take the place of the President, and shall perform his duties whenever the President shall be absent or unable to act. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President. The Vice-President is elected by the Board and need not be an Owner. Duane Griffin shall serve as the initial Vice-President.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the owners and of the Board; shall have charge of such books and papers as the Board may direct; and shall perform all of the duties incidental to the office of secretary under Mississippi Corporation Law and as described in the By-Laws or Master Declaration. The Secretary is appointed by the President of the Association and need not be an Owner. Allison Causey shall serve as the initial Secretary.

4.5 Treasurer. The Treasurer shall have the responsibility for funds of the Association and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in

the name of the Board in such depositories as may from time to time be designated by the Board and he shall perform all duties incidental to the Office of Treasurer under Mississippi Corporation Law. No Payment voucher shall be paid unless and until approved by the Treasurer, or in his absence the Secretary. The Treasurer is appointed by the President of the Association and need not be an Owner. The Board has authority to hire someone or an organization to perform the duties of Treasurer outlined above.

4.6 Execution of Documents for the Board. All agreements, contracts, deeds, leases, checks and other instruments constituting acts of the Corporation shall be executed by the President or Vice-President or by such other persons(s) as may be authorized by the Board.

## ARTICLE V

### OWNERS' MEMBERSHIP MEETINGS

At least one meeting shall be held by the voting Members of the Association each calendar year subsequent to the association having in excess of fifty-two (52) Class A voting members.

5.1 Annual Meetings: Election of Directors. At such meetings, Directors shall be elected by ballot of the owners, in accordance with the requirements of Article II of these By-Laws. The Owners may also transact such other business of the Association as may properly come before them. The first annual meeting shall be held subsequent to there being fifty-two (52) Class A voting Members.

5.2 Location of Annual Meetings. Meetings of the Owners shall be held at the principal office of the Association, or at such other suitable place convenient to the Owners as may be designated by the Board.

5.3 Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by the Board or upon petition signed by at least two-third  $\frac{2}{3}$  of the Owners, delivered to the Secretary.

5.4 Voting. The Owner(s) of each lot, whether built upon or not owned by the Developer, or some person designated by such Owner(s) to act as proxy on his or their behalf, who need not be an Owner, shall be entitled to cast the vote appurtenant to such lot at any meeting of Owners. The designation of any proxy shall be made in writing to the Secretary and shall be revocable at any time upon written notice to the Secretary by the Owner(s) so designated. Each Owner (including the Developer, if the Developer shall then own one or more lots) shall be entitled to cast one vote at all meetings of the Owners, which vote shall be weighed by multiplying it by the number of lots owned by such owner.

5.5 Majority Defined. As used in these By-laws, the term "majority of owners" shall mean those Owners having more than fifty percent of the total authorized votes of all Owners present in person or by proxy and voting at any meeting of the Owners.

## ARTICE VI

### NOTICES

6.1 Notice Procedure. Whenever under the provisions of the Declaration or the By-laws, notice is required to be given to the Board or the Owners, it shall not be construed to mean personal notice; but such notice may be given in writing, either by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board or Owner, respectively, at such address as appears on the books of the Association. Notice shall be deemed given as of the date of mailing or by delivery to such person's address, provided that such mailing is made in the State of Mississippi.

6.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Declaration, the law, or these By-laws, 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 the equivalent thereof.

## ARTICLE VII

### OPERATION OF THE PROPERTY

7.1 Budget. The Board shall from time to time, and at least annually, prepare a budget for the Association, and in connection therewith, determine the amount of Common Expense and allocate the Assessment of the Common Expenses among the Owners according to their respective percentages of ownership in the Association. The Common Expense shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been obtained by the Board. The Common Expense shall also include the amount charged for the operation, care, upkeep and maintenance of Common Areas, including, without limitation, any amount for working capital of the Association, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses of any prior year.

7.2 Assessment. The Board shall advise all Owners promptly and in writing of the amount of the Assessment payable by each of them, respectively, as determined by the Board.

7.3 Payment Assessments. All Owners shall pay the Assessments as set by the Board pursuant to the provisions of these By-laws and Declaration monthly in advance, or at such other time or times as the Board shall determine.

A. No Owner shall be liable for the payment of any part of the Assessment against his lot subsequent to a sale, transfer or other conveyance by him duly recorded in the conveyance records of Rankin County, Mississippi.

B. A purchaser shall be liable for the payment of Assessment charged and unpaid against such lot prior to the acquisition by him of such lot.

C. Mortgagee or other purchaser of a lot at a foreclosure sale of such shall be subject to, and shall be liable for a lien for the payment of assessments.

7.4 Default of Assessment Payment. In the event of default by an owner in the payment of Assessment, such Owner shall be obligated to pay interest at the rate to be set by the Board on such Assessment from the due date thereof, together with all expenses including attorneys' fees, incurred by the Board in collecting same. The Board may seek to recover such Assessment, interest and expenses by an action to recover the same brought against such Owner, or by foreclosure of the resulting lien.

7.5 Power to Suspend Membership. In the event of default by any Owner in the payment of Assessment, or any other amounts owed the Association, the Board shall have the power to suspend the Owner's membership in the Association, and such suspension shall remain in effect only until such amounts as are owed are paid.

7.6 Improvement Restriction. No improvements, additions, alterations or other work which in any way alters the property from its natural or improved state existing on the date such was first conveyed by the Developer, shall be done except as provided herein or in the Declaration.

7.7 Cost Allotment of Improvements. All improvements undertaken pursuant to this section shall be subject to the written approval of the Board. The cost of such improvement shall be considered a Common Expense, subject to Assessment.

## ARTICLE VIII

### DAMAGE TO OR DESTRUCTION OF PROPERTY

8.1 Duty to Repair or Restore. Any damaged portion of the common area property shall be repaired or restored promptly by the Association.

8.2 Estimate of Cost. Promptly after damage to or destruction of some portion of the property, the Board shall obtain reliable and detailed estimates of the cost of repair or restoration.

8.3 Plans and Specifications. Any repair or restoration must be either (a) substantially in accordance with the original architectural and engineering plans and specifications and shall also include such improvements and fixtures as may have been subsequently installed by the association and as to which payment for such repair or reconstruction is forthcoming, or (b) according to plans and specifications approved by the Board.

## ARTICLE IX

### MISCELLANEOUS

9.1 Conflicts. In the event that any of these By-laws are in conflict with the provisions of any statute, the Articles of Incorporation, or the Declaration, the provisions of said statute, Articles of Incorporation, or Declaration, as the cause may be, shall control.

9.2 Invalidity. The invalidity of any part of these By-laws shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these By-laws.

9.3 Gender. The use of the masculine gender in these By-laws shall be deemed to include the feminine and neuter gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

9.4 Waiver. No restriction, condition, obligation or provision contained in these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which occur.

Duly adopted by Kensington Homeowners Association, Inc. this the 17<sup>th</sup> day of May, 2017.

  
PRESIDENT