

# LAKE MARY ASSOCIATION, INC.



## CONSTITUTION & BYLAWS

**REVISED & APPROVED 5/27/2023**

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# LAKE MARY ASSOCIATION INC.

## CONSTITUTION & BYLAWS

Revised / Approved 5/27/2023

### I. Name

The civic association for Lake Mary shall be a non-profit organization and the official name of this organization shall be Lake Mary Association Incorporated, (likewise referenced as “Lake Mary Association”, “LMAI” or “LMA”).

### II. Purpose

A. The purpose of the Lake Mary Association shall be:

- to encourage civic pride among its members;
- to exert a united effort in the encouragement and enforcement of regulations conducive to good planning, the appearance of the community, the sustainment of property values. to obtain needed improvements and benefits for LMAI;
- to maintain the health and vitality of the body of water and its surrounding property that make up Lake Mary;
- to foster and assist in civic and social enterprises and activities beneficial to the LMAI community as a whole.

B. Activities of the Lake Mary Association shall be in accordance with the Constitution and Bylaws therein, and all meetings of LMAI shall be conducted in accordance to Robert's Rules of Order Newly Revised.

C. The Constitution and Bylaws of the Lake Mary Association shall become effective when adopted by two-thirds vote of those members *herein good standing* with LMAI, who are either present at such meeting as is called for this purpose, or by the timely submission of their proxy vote.

Definition: A member in “*good standing*” is defined as being current in their LMAI dues and/or assessment fees, and is not in violation of any provisions of the LMAI Constitution and By-Laws by the start of the LMAI annual meeting.

### **III. History – General Information**

- A. Lake Mary, the property upon which it is situated, and the surrounding real property, which is described in the deed by C.W. Davis and Charlie W. Denson, dated February 15, 1949, and recorded in the Anderson County Court House in Volume 400 of Deeds on page 12, shall be owned exclusively and solely by Lake Mary Association Incorporated;
- B. The surrounding property of the lake is divided into lots (numbered 1-37) with a total of 36 usable lots of varying measures that make up the LMAI community. Note that Lots 28 & 29 were combined and henceforth viewed as one (1) share. LMAI members purchase/retain shares relative to their designated lot(s); and any dwellings, physical structures, and/or improvements made to their lot(s) are the individual ownership of each LMAI member (aka “owner” or “shareholder”). Members are allowed to own shares for no more than two (2) lots at a given time.
- C. The Constitution and By-Laws governing the ownership, operation, and control of Lake Mary and the surrounding property shall be the governing documents used by the members/owners and the governing Board elected by the owners as herein provided. The Membership Roster of the Lake Mary Association shall be limited to owners within Lake Mary property, Anderson County, Texas.

### **IV. Officers, Directors, and Committees**

- A. The elected Officers of the Lake Mary Association shall consist of the President, Vice-President, Secretary and Treasurer, along with four (4) additional service positions known as Directors. These eight (8) posts collectively make up the LMAI governing Board. Special committees will be formed on an as-need basis to head special service projects throughout the year; the Committee Chairs and their service members will either be appointed or petitioned to volunteer depending on the nature of the project.
- B. During the LMAI electoral process, all nominations for elected and appointed positions must be agreed upon and confirmed by the

nominees prior to the date in which the electoral process takes place.

- C. All LMAI members considered for nomination to serve in the capacity of an elected official (i.e. Officer or Director) and, likewise, serve on the LMAI governing Board must be in *good standing* with the Lake Mary Association as described by the term herein.
- D. Each Officer shall hold their title for a term of two (2) years after assuming office, or until such time as a successor is appointed by the governing Board at a special or called meeting.
- E. Officers may only serve in the same capacity for two (2) sequential two-year terms, after which time they will not be eligible to serve in that same role for at least one (1) two-year term. However, an officer who is not eligible to serve in one position may otherwise be eligible to serve in another capacity (i.e. under an alternative Officer title, as a Director, a Committee Chair, or a committee member).
- F. Each officer shall hold office for a term of two (2) years after assuming office or until a successor is appointed by the governing board at a special meeting. Officers may serve in the same capacity for two (2) sequential two-year (2-year) terms only, after which time they are not eligible to serve in that capacity for at least one (1) two-year (2-year) term. An officer not eligible to serve in one capacity is eligible to serve in another capacity; such as, a different officer, director, committee chair, or committee member. All elected officers and directors shall assume office on June 1 of the year elected to serve his/her respective term.

There will be two directors positions open each year.

If a director vacates his/her position before the end of his/her term, the person elected to the vacated position finishes the term of the vacating director. The person finishing the vacated position is then eligible to be elected to serve up to two additional terms. In other words, the time the replacement director serves to finish the vacating director's position does not count as part of the 4 years he/she is eligible to serve as a director.

- G. All Officers and Directors shall be elected during an LMAI meeting held for the purpose of conducting an annual election and other business as determined by the governing Board herein specified. Officers are elected by a majority vote by those LMAI members *therein good standing*; and who are present at the meeting or by their proxy vote. Proxy votes shall be allowed if the proxy is specific to such.
- H. The term of office shall commence on June 1 of the year elected.

## **V. Governing Board**

- A. The governing Board of the Lake Mary Association, all of which must be in good standing with LMA, shall be elected by a majority vote of members, therein good standing, either present or by proxy vote during an assigned meeting for the annual electoral process.
- B. During the year, one LMAI meeting will be allocated for the purpose of its election of Officers and Directors and any additional committees may be formed as needed; this meeting will be held on or before June 1.
- C. The Governing Board shall organize and proceed in any manner agreed upon by the Board that is not in violation of the Constitution or By-Laws.
- D. If at any time an elected LMAI official, serving on the governing Board, should either sell their LMAI share(s), become incapacitated; declared deceased; decline to perform their duties; or fail to appear at two (2) sequential Board meetings after adequate notice of such meetings has been made, that official of the governing Board shall thereby be deemed to have abandoned their position. As a result, the Board shall appoint a replacement from the LMAI membership roster who meets the necessary criterion to serve.
- E. The members of the governing Board shall be held blameless for their actions when taken in good faith for the benefit of the Lake Mary Association as a whole. The Lake Mary Association shall indemnify and hold harmless its governing Board members against any action or official acts carried out on behalf of the Board.

#### F. Duties of the LMAI governing Board:

1. Shall manage and oversee the everyday operations of the Lake Mary Association, and shall implement all rules and regulations governing the operation, ownership, and control of the LMAI premises. The governing Board shall obtain an affirmative vote by the majority of its members who are eligible to vote before taking any action for which membership approval is required herein this Constitution or the Bylaws.
2. All such rules and regulations governing the operation, ownership and control of said premises shall be approved by a majority of the owners present at any meeting where they are offered for approval before they become binding on the ownership. This includes the Constitution and By-Laws.
3. The newly-elected Board members shall work with the outgoing Board from the time of their election until they assume office on June 1 to assure continuity and direction of plans, policies, activities and/or projects undertaken by the previous Board.
4. The previous and newly-elected Boards shall act to cooperate, to continue the activities, projects and plans of the previous Board, and to act in the best interest of the members.
5. The Board shall arbitrate disputes among LMAI shareholders in the event the parties involved cannot properly mediate and find a comparable solution to resolve their issues. Both parties are to equally be given the same opportunity to present their side of the dispute, in person, to the same members of the Board, before the Board makes its decision. The Board's decision is final.

#### G. Duties of the Officers of the LMAI governing Board:

1. The duties of the president include, but are not limited to: setting agendas, dates and meeting times for the annual LMAI meetings, setting agendas, dates and meeting times for the quarterly LMAI governing Board meetings, chairing meeting of the LMAI, chairing meeting of the LMAI governing Board, receiving notice(s) of violation(s) to the LMAI Constitution and/or Bylaws, communicating

notice(s) of violation(s) to the LMAI Constitution and/or Bylaws to the governing Board, setting meeting dates and times for the governing board for the purpose of resolution of violation(s) to the LMAI Constitution and/or Bylaws, prepare the new year's budget, contact Parliamentary committee to set up meeting between Parliamentary committee and potential new buyer(s).

2. The duties of the Vice President include, but are not limited to: attend all meetings of LMAI, attend all meeting of the governing Board of LMAI, assist in the preparation of the new year's budget, fulfill the duties of the President of LMAI, as needed and assigned by the President, and other duties, as assigned by the President.
3. The duties of the Secretary include, but are not limited to: attend and take official minutes at all meetings of LMAI, attend and take official minutes at meetings of all governing Board of LMAI, submit minutes of all meetings to the President within fifteen (15) days of the meeting for approval, send minutes of LMAI meeting(s); approved by the President; within thirty (30) days of the meeting(s), maintain lot folders, maintain log of disputes among LMAI shareholders and violations of LMAI Constitution and/or Bylaws along with their resolutions, send correspondences as assigned by the President, and other duties, as assigned by the President.
4. The duties of the Treasurer include, but are not limited to: maintain the account ledger for LMAI, maintain records of shareholders payment of membership dues and special assessments, correspond with shareholders about membership dues and special assessments (See Section 9), compile and present a list of members "in good standing" to the governing board by July 20, pay bills approved by LMAI or LMAI governing Board, attend all LMAI meetings, attend all LMAI governing Board meetings, assist the President in preparing the new year's proposed budget, liaison with LMAI's CPA, and other duties, as assigned by the President.
5. The duties of a Director include, but are not limited to: attend all LMAI meetings, attend all meetings of LMAI governing Board, chair a committee or be in charge of a Lake Mary project; such as lake management or Lake Mary pavilion maintenance.



## **VI. LMAI's Constitutional Enforcement Authority**

- A. All members of the LMAI are charged with the duty to obey and help enforce the LMAI Constitution and By-Laws. The first step in resolving any violation/complaint is for the member noticing the violation to speak to the member violating the Constitution and By-Laws.
- B. If the violation is not resolved after speaking to the member in violation, a member may report it to the LMAI governing Board by submitting the violation/complaint (in detail) via email or signed letter to the LMAI President and copy the Vice President.
1. The President will in turn:
    - a. Report the violation/complaint via email to the LMAI governing Board;
    - b. Attempt to directly contact the violator(s) in an effort to resolve the complaint/violation effectively, or solicit assistance from the Vice President to act on his behalf if necessary.
    - c. Contact the appropriate authorities if the issue is deemed an urgent or criminal nature;
    - d. Report the outcome of the first attempt to resolve violation/complaint to the LMAI governing Board and the member(s) involved.
- C. If the violation/complaint is not resolved within (10) business days from the time it was reported, the President will call a special meeting of the LMAI governing Board to discuss next steps to resolve the violation/complaint.

If the same violation occurs twice by the same violator (within any given period), at the Board's sole discretion immediate arrangements for a hearing may be made and corrective actions/next steps will be collectively agreed upon. The governing Board may choose any means necessary to remedy the violation, and any expenses incurred by LMAI during this process will be reimburse by the violator.

If the violator refuses to reimburse the expenses, then the governing Board will have the right to file a property lien and furthermore pursue legal foreclosure if it is deemed necessary.

## **VII. LMAI Meetings**

### **A. Governing Board Meetings:**

Meetings of the owners of Lake Mary Association, herein described, for the election of Officers and governing Board and for the transaction of such other business as may come before the Lake Mary Association, shall be held a minimum of 2 times per year at a day and time to be decided on by the President of the Lake Mary Association in location selected by the President. One (1) of the meetings must take place on or before the start of the Lake Mary Association fiscal year, which begins on June 1<sup>st</sup>. Additional meetings may be scheduled and held at the discretion of the President with the approval of a majority of the governing Board.

### **B. Special Meetings and Call Meetings:**

Special or called meetings of the Lake Mary Association members or of the governing Board or of both Members and governing Board may be called at any time by the President, by any four (4) members of the Governing Board, or by the owners of twelve(12) shares.

#### **1. Time and Place of Special / Called Meetings:**

All called meetings of the Lake Mary Association members and the Governing Board shall be convened at such date and time as designated in the notice of the meeting. The notice shall include the purpose of the meeting. No other business may be transacted other than that specified as the purpose for the meeting.

All called meetings of the Lake Mary Association members and the governing board shall be held in the location specified by the President, the place to be specified in the notice of the meeting.

### **C. Notice of LMAI Scheduled Membership Meetings:**

Notice of all meetings of the Lake Mary Association members and/or of the Governing Board shall be given at least ten (10) working days prior to the time fixed for the meeting by e-mailing the notice of meeting to each owner and/or member of the governing Board to the address furnished to the Secretary and shown on the list of owners' addresses

maintained by the Secretary of the Lake Mary Association. Every notice shall set forth the date, place, hour and purpose of the meeting. Electronic mail will suffice as a replacement for mail by postal service.

D. Quorum:

One third (1/3) of all Lake Mary Association members in good standing (12 shares) present in person or by proxy shall constitute a quorum. Four (4) members of the Governing Board shall constitute a quorum of the Governing Board.

E. Presiding Officer:

At all meetings of the owners, the President, or in his/her absence the Vice-President, or in the absence of both the President and Vice-President, a chairman chosen by a majority of the owners present and entitled to vote, shall act as chairman. In the absence of the Secretary, any person appointed by the presiding officer shall act as Secretary.

F. Agenda:

Business shall be conducted in accordance with Roberts' Rules of Order Newly Revised.

G. Voting:

1. At each meeting of the owners, every owner registered on the list of the owners at the time of such meeting (who is not in arrears of any assessments or is not in violation of any of the tenants of the Lake Mary Association Constitution or By-laws) shall be entitled to one (1) vote for each share owned.
2. No owner shall have more than two (2) votes. Every vote must be by the owner in person or by proxy. Votes in absentia or by proxy (either general or specific) may be submitted to the Lake Mary Association Secretary in writing provided they are completed, executed, and witnessed on the official Lake Mary Absentee Ballot/Proxy Forms (available through the Secretary), and returned to the Secretary prior to the meeting at which the agenda item is to be considered. Absentee or proxy voting must be specific to the agenda for that meeting and/or items on the agenda. There shall be no general proxies or extended voting powers beyond the specific meeting.

3. In the event that the membership cannot meet with a quorum (1/3 representation of the membership present) at any meeting, voting may be conducted by email with the use of written ballots distributed to the members. The ballot is to be cast and returned to the Secretary. Failure of a member to return the ballot shall be deemed an acceptance of the proposed provision and shall be counted as a favorable vote.

## **VIII. Ownership**

- A. Ownership shall be construed to mean that a member shall have the privilege of using the lot of land associated with the share which he or she buys or inherits from a previous owner. The shareowner does not own the land itself and the legal title to the land remains with the Lake Mary Association. The interest owned shall be only in the exclusive use and enjoyment of the lot of land with full ownership in the interests in the improvements on that land. Any alterations of a lot that adversely affect adjoining property are prohibited.
- B. No Lake Mary Association member (aka "owner" or "shareholder") shall legally own or control the improvements and interests in more than two (2) shares of lake property. There shall be no same ownership with the use of a third-party name to disguise the identity or control of and by the actual owner of the interests. Property ownership shall be determined by the owner's name listed on the Anderson County Tax Roll.
- C. No owner shall lease or rent his share, shares, or the improvements of his owned interest.

## **IX. Annual Membership dues & Special Assessments**

### Definitions:

Annual Membership dues is an amount of money that must be paid yearly by each shareholder of Lake Mary property. Annual Membership dues are to assist with maintaining and improving properties in the association.

Special assessments are made for capital improvements or for other purposes, such as replenishing a reserve fund that was spent on

unexpected maintenance projects.

- A. All annual membership dues and special assessments of the Lake Mary Association members must be approved by the members at the annual meeting and/or by an emailed ballot/proxy vote for that specific purpose before the annual membership dues and special assessments shall become binding on the members.
- B. Each owner shall be assessed the amount of one (1) annual membership dues for each 1/36th interest (one share) owned.
- C. Annual membership dues and special assessments will be established at a meeting of the Lake Mary Association members called for that purpose and other purposes as deemed necessary by the Lake Mary Association Governing Board. This meeting will take place on or before the start of the Lake Mary Association fiscal year, which begins on June 1<sup>st</sup>. Annual membership dues and special assessments will be due and payable, without penalty, within forty-five (45) days after the beginning of the fiscal year, ending July 15<sup>th</sup>. Each member shall receive a paper or electronic bill for annual fees that shall be sent out within five days of the Annual Meeting.

On July 1, the LMAI treasurer will mail or email a “friendly reminder” to members if their payment of HOA fees and special assessments has not been received by the LMAI treasurer by July 1.

- D. On July 16, the LMAI treasure will issue a notice of non-payment; by email or some form of written notification, to any member whose annual membership and special assessments have not yet been received. This notice will have a \$100 non-payment fine added to the annual membership dues and special assessments and will continue to accrue on a monthly basis until dues are paid in full. The accrual rate is \$100 monthly. Payment will be expected immediately. A list of members deemed “in good standing” as of July 15 of the current year will be created by the treasurer and distributed to the governing Board by July 18.

On August 5, the LMAI treasurer will mail or email a reminder about delinquent membership dues and special assessments.

- E. If any LMAI member/shareowner fails to pay his duly authorized annual membership dues and/or special assessment by August 31, the President of the Lake Mary Association may, without waiving any other rights or remedies available to the Lake Mary Association at law or otherwise, record a lien on that member's property improvements in the real property records of Anderson County for the amount of the assessments plus any penalties owed up to the time of the recording of the lien.

The LMAI member/shareholder will be notified by the Lake Mary Association Treasurer by registered letter return receipt requested of any lien being filed.

The LMAI member/shareholder will be responsible for any and all expenses incurred by Lake Mary Association to secure such member's compliance with this Constitution or the Bylaws, including but not limited to any attorneys' fees, other legal costs and expenses, and any costs or expenses to record and/or foreclose a lien on such member's property.

Any lien recorded shall remain in place until all assessments, penalties, and associated costs and expenses are paid in full including any expenses associated with lien removal.

The Lake May Association may initiate a non-judicial foreclosure by appointing a trustee to sell the property on the first Tuesday of the month in accordance with the laws of the State of Texas for non-judicial foreclosures in connection with any such lien that is not paid in full within thirty (30) days of the date on which the member is provided with written notice that the lien has been recorded.

- F. The governing board may vote to extend the grace period of and individual Lake Mary Association member for extenuating and emergency circumstances. This procedure shall operate on an individual

case-by-case basis and will not be construed as a precedent to assume the regular extension of dues deadlines.

- G. An updated list of members deemed “in good standing” as of August 31 of the current year will be created by the treasurer and distributed to the governing Board by September 4.
- H. All fees or costs incurred by the Association in the process of the collection of delinquent annual membership dues or special assessments shall be assessed and paid by the member whose account has incurred those costs, i.e., attorney fees, sheriff’s sale, etc.
- I. All acquisitions of shares by any means, except as provided in Section XI (eleven) paragraph E.5 following must be approved by the members of the Lake Mary Association. If a membership interest is under a financial agreement (loan or lien) which goes into default, the membership must approve the new membership of any purchasing party as a potential new member assuming ownership by any method. Methods of transfer may include sale, release, forfeiture, assumption, devise, gift, bequest or inheritance (with the exception of share transfer to immediate family, as provided for in Section XI (eleven), paragraph E. 5, of this document).

## **X. Non-Members, Trespassers, Guests**

- A. Trespassers or parties acting as owners without membership approval shall not be permitted to operate, reside, or be present on the Lake Mary Association property and shall be ousted from the LMAI property as trespassers. The board may seek legal remedies, civilly or criminally, to remove any trespassers from the LMAI property.
- B. Guests visiting the grounds of the LMAI community must be accompanied by a LMA member, or otherwise acquire permission from the governing Board to be on the premises.
- C. Without obtaining the governing Board’s approval, guests cannot reside at an LMA member’s residence for any longer than a (2) two-week period during the course of a year. If any member is found to be in

violation of this restriction, the Lake Mary Association will take all necessary legal action for enforcement; to include membership revocation and foreclosure as a definitive course of action.

D. Any person who takes up residency with a member MUST submit to a review by the LMAI governing Board, along with a background check; their request for residency will then be presented to the LMAI members to gain final consensus for membership approval.

E. In order to keep Lake Mary a safe and secure community, any person or persons with an existing and/or prior felony (as defined below) will be considered a "Trespasser" and shall not be permitted to reside ("overnight stays" included) on the Lake Mary Association property:

**Crimes against persons:**

Drug related crimes  
Criminal battery  
Assault  
Kidnapping  
Rape  
Murder  
Manslaughter  
Robbery

**Crimes against property:**

Arson  
Burglary  
Theft  
Fraud  
Robbery

Refer to: Constitutional Enforcement Authority seen herein Section VI.

**XI. Sale of LMAI Shares**

A. No sale of any share shall be made to any person or entity if five (5) or more owners shall object to such sale or transfer of that interest.

B. Any attempt by an existing owner/member to circumvent the provision of existing member approval of sale or transfer of interest is expressly prohibited. There shall be no method or event undertaken to prevent the Lake Mary Membership from exercising their right and privilege to approve or disapprove any and all proposed new members and any and all sales and transfer of interest.



- C. A vote must be taken by email and a failure to return the ballot within one (1) week from date of emailing, as determined by the Lake Mary Association Secretary, shall be deemed and considered to be a vote in favor of that proposed sale.
- D. If a sale is rejected, it may be voted on again. Notice of any subsequent vote must identify the number of times prior application has been made for any particular sale of an interest.
- E. On any proposed sale that has been rejected, the Lake Mary Association owners shall have the option for thirty (30) days to purchase the sale property at a reasonable price agreed upon between the seller and the governing Board of the Lake Mary Association for the benefit of the Association to be used as a community-owned interest until further disposition can be determined by a vote of the membership.
- F. Any owner may transfer his share(s) to his *immediate family* with a vote of the membership (providing no exceptions are noted in Section D.10 and the new owner(s) agree to and sign Lake Mary Constitution). When this occurs, the secretary shall be notified within thirty (30) days of the transfer or acquisition of the name, address, and phone numbers of the new owner. In the event of death or legal incapacity of any owner, his next of kin (immediate family only with proper identification) may receive his share.

*Immediate family* refers to a person's parents, spouse, children, and siblings and includes the parent's spouse. Stepchildren and adopted children and their spouses are included under the purview of immediate family. However, any member of the immediate family to whom the transfer is proposed must have been a member of the owners' immediate family for a minimum of three (3) years prior to the date of the proposed transfer of shares.

As in paragraph 2 above, any attempt to affect a transfer of shares without Lake Mary Membership approval where otherwise such approval would be required will be seen as a deliberate attempt to circumvent the provision of existing membership approval of such transfer or sale and is expressly prohibited. Such an attempt will immediately result in denial of the proposed transfer and/or sale.

- G. A \$100 dollar application fee will be required on any proposed sale of a share before the share transfer process is initiated. This fee is charged to help defray cost to Lake Mary Association for processing the membership application, background check, postage, etc.
- H. Within thirty (30) days of the date that a new Lake Mary Association member assumes ownership, the Lake Mary Association Secretary will mail a current copy of the Lake Mary Association Constitution and By-Laws, together with a form to be returned, to the potential new member by Certified Mail Return Receipt Requested or email. The new member is requested to return the form signed and dated within thirty (30) days signifying they have read, understand and intend to abide by the Lake Mary Association Constitution and By-Laws.

Failure to return the signed, dated form shall be deemed and considered that the new member has read and understood the Lake Mary Constitution and By-Laws and intends to abide by all provisions contained therein.

## **XII. Business for Profit or Gain or Non-Profit**

It is not permissible to establish or conduct any type of business which negatively impacts the community or alters the character and nature of the community. LMAI does not allow any home business that negatively affects the residents' quiet enjoyment of their home or creates a nuisance within the community.

1. Work from a home office for the shareholder(s) is allowed.
2. Shareholder(s) are restricted from having employees and customers at the shareholder's residence.
3. No commercial signage is allowed.

Refer to: Constitutional Authority seen herein Section VI

## **XIII. Personal Property Maintenance, Upkeep, Trash/Garbage Disposal**

- A. To keep our community beautiful and vibrant as well as reducing the risk of excessive fire hazards and unwanted rodents, each property owner will keep their property maintained on an ongoing basis to include but not

limited to:

1. The removal and disposal of ALL dead trees, limbs, branches, shrubbery, etc.
  - a. The burn pile is the approved location for safe, monitored burning of debris, as stated herein.
  - b. Members independently burning outside this area pose a safety fire hazard and should be avoided.
2. The removal and disposal of ALL trash/garbage; defined as things that are no longer useful or wanted not in use and that have been thrown away:
  - a. The only acceptable means for disposing of household garbage/trash is for members to retain service from a local refuse company that provides weekly trash pickup.
  - b. The burning of household trash/garbage by means of burn barrels, fire pits, etc. as a form of disposal is strictly prohibited. This is considered both a potential fire hazard and toxic to the environment and our neighboring members.
  - c. All trash/garbage is to be retained in appropriate containers/bins that are secure and prevent against pets and other wildlife having access to it.
  - d. Members are responsible for the upkeep of fallen litter and maintaining the area around their trash cans.
3. Grass should be maintained and cut on a regular basis not to exceed an overall height of 4-6 inches.
4. Inoperable vehicles of any kind (defined as those on which the engine, wheels or other parts have been removed, altered, damaged or allowed to deteriorate so that the vehicle cannot be driven) cannot be stored on LMA premises longer than thirty (30) days.
5. Dock and/or piers should be kept in good repair and safe to use.
6. Each member is responsible for maintaining the clean and kept appearance of their lot, if it is determined that a member is not doing so, then the Association will notify the member in writing that he has forty-five (45) days to remedy the situation, and that failure to do so will result in the Association taking all action necessary to remedy the

situation immediately at the owner's expense.

A member found to be in violation of the any of the above mentioned regulations will be notified and has ten (10) days to remedy the situation or risk a fine of \$250 dollars per violation.

Refer to: Constitutional Enforcement Authority seen herein Section VI.

## B. Burn Pile

There are two (2) burn pile locations on the grounds of Lake Mary, and they are strictly for LMA community members use only. One burn pile is located at the north end of the lake on the east end of the dam; adjacent to Lot 37. The other burn pile is on Private Road 5515 just after the bridge. Rules apply as follows:

- The burn pile is ONLY to be used for disposal of limbs, trees, branches, shrubbery material.
- NO TRASH or GARBAGE products are allowed even if it appears burnable.
- Wood and or any material with nails are not allowed.
- If you will be disposing material on the burn pile, please send the President and Vice President a courteous email at least 1-3 days before disposing.
- The Board of Directors will be solely responsible for burning and maintaining the burn pile. If you are NOT on the Board of Directors DO NOT ignite the burn pile.
- Burning independently outside the confines of this allocated area is considered a safety hazard and posses an environmental issue to our neighboring members.
- There will be a \$200 dollar fine if anyone is caught violating the burn pile guidelines. Refer to: Constitutional Enforcement Authority seen herein Section VI.

## C. Property Assessment:

At the end of each year, the Board of Directors will assess Lake Mary Property. The assessment will document any concerns with property maintenance and upkeep, as well as road and/or drainage concerns.

The Board will notify, in writing, owners with concerns and corrective actions required. The Board of Directors will present the assessment findings during the first Lake Mary Association Meeting of fiscal each year. Corrective actions for common groups will be discussed, and an agreed corrective action plan will be finalized.

Refer to: Constitutional Enforcement Authority seen herein Section VI.

#### **XIV. Animal Policy**

##### **A. Pet Limitation:**

1. No animal(s) of any kind shall be raised, bred or kept on Lake Mary property, except the usual domestic dogs, cats, fish, birds, etc. which are considered standard household pets.
2. Preferably no more than two (2) dogs; or two (2) cats; or one (1) dog and one (1) cat to be permitted per household.
3. No animal shall be kept, bred or maintained for any commercial purpose and/or breeding trade.
4. Should the need arise, the governing Board reserves the right to set additional restrictions, rules, and regulations in the future regarding the kind and size of pets permitted, as well as other pet concerns.
5. Pets are required to be on a leash when off the owner's lots(s).

##### **B. Pet Care**

1. All dogs and cats are REQUIRED to be fully vaccinated and current on their shots. A copy of the vaccination records is to be provided to the LMAI Secretary upon request.
2. Pets kept outdoors are to be properly contained (in a kennel or fenced area), shielded from the weather and protected against other elements and that could potentially do them harm.
3. Pets will be restricted to their shareholder's lot. If a shareholder wished to take pets off their lot(s), the shareholder must have the pets on leashes.
4. No animals of any kind are allowed to be permanently kept upon a chain or tether as a means for containment.
5. Pet owners are required to maintain a sanitary environment for their pets.

C. Pet Nuisance:

1. The housing of pets is subject to elimination by the governing Board in the event the pet is deemed to be a nuisance.
2. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.
3. Members are responsible for the proper health and welfare of their animals; but if it is determined that a member is not providing adequate care of their animal(s), then upon review, the Board will intervene and take all actions it deems necessary to correct the situation at the expense to the owner.

Examples of nuisance behavior for the purposes of this paragraph are:

- Pets whose unruly behavior causes personal injury or property damage;
- Pets who exhibit aggressive or other dangerous or potentially dangerous behavior;
- Pets that chase vehicles;
- Pets that regularly make noise incessantly for a period of twenty (20) minutes, or intermittently for up to one (1) hour or more to the disturbance of any person(s) at any time of day or night;
- Pets that are conspicuously unclean or parasite infested.
- Pets that are allowed to run loose off owner's lot(s).

D. Guests With Pets:

Residents are responsible for the pets their guests may bring inside the lake community; and such pets are subject to the same restrictions as resident pets.

E. Indemnification:

Pet owners shall indemnify the Lake Mary Association and hold it harmless against loss, bodily injury or liability of any kind arising from their pet(s).

F. Refer to: Constitutional Enforcement Authority seen herein Section VI.

1. Any LMAI member observing an infraction of any of rules regarding animals/pets may discuss the infraction in a neighborly fashion with the pet owner/caregiver in an effort to secure voluntary compliance.
2. If the complaint is not resolved, it should be put in writing, signed, and submitted to the LMAI President for Board review; if the governing Board is in agreement with such complaint, the pet caregiver will receive written notice of the violation.
3. If upon the 2nd violation the problem still remains unresolved, at the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof. The Board may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the LMAI community and its residents, or if a member is not taking proper care of an animal. If so determined, the pet caregiver will have five (5) days to remove the pet from the premises.

## **XV. ATVs / Off-Road Vehicles / RVs / Campers / Fishing Trailers**

A. ATVs and/or off-road vehicles are allowed on all roads owned by Lake Mary Association. All vehicles must abide by the posted 10 MPH speed limit on all roads in to, out of, and around Lake Mary. No excessive acceleration or donuts will be allowed on Lake Mary property.

B. RVs / Campers – RVs are not allowed to be permanently stored in public view, including driveways, side yards, and backyards. Shareholders are permitted to park and store these types of vehicles inside their garage. (Note: Owner Association has no jurisdiction inside your home or garage).

Temporary parking of a RV on a shareholder's lot is allowed for up to, but not exceeding 30 consecutive days.

RVs stored or parked on a shareholder's property must:

1. Be owned by the shareholder.
2. Be current on any state inspections, registrations, tags, ect.
3. Not be used for temporary housing or habitation for more than two weeks.

C. Boat trailers or other equipment cannot be stored on Lake Mary

common areas, including the boat ramp location unless it is LMA property utilized by the Association.

Refer to: Constitutional Enforcement Authority seen herein Section VI.

## **XVI. Fencing**

A. It is not acceptable to install permanent fencing around a shareholder's lot. Kennels, small fenced yards, and site screening is allowed with the Boards approval.

Refer to Constitutional Enforcement Authority seen herein Section VI.

## **XVII. Amending the LMAI Constitution & Bylaws**

This Constitution and/or By-Laws may be amended at any annual or special meeting, or by ballots distributed to each member via Email, provided the proposed amendment(s) have been made available to each owner for evaluation at least ten (10) days prior to the voting date for adoption of said amendments.

After changes to the By-Laws have been made, all members must sign a statement stating that they have received, read, understand, and will abide by the new By-Laws. This statement will be mailed to each member by the secretary within 30 days of the approval of the amended by-laws.

## **XVIII. Governing Body of Law**

In case of any conflict between this Constitution and By-Laws and local or State laws, the local or State laws shall prevail.

## **XIX. New Construction Review Process**

The purpose of the New Construction Review Process is to assist in the preservation of Lake Mary Association property by reviewing site preparation and drawings of new structures to be located on Lake Mary Association property. Any member who wants to construct or place a new dwelling, remodel an existing dwelling or building or add to an existing dwelling or building on a site shall submit elevation drawings with site plans



of proposed alterations to the Board prior to the start of the construction. The Board's review shall be limited to the appropriateness of the dwelling for Lake Mary. If the Board fails to respond to a request for proposed work within thirty (30) days after submission, then board approval will NOT be required, and the shareowner shall be deemed to have fully complied with this requirement.

## **XX. Septic System Requirements**

- A. Any existing lot with a conventional sewer septic system will be allowed to remain under the Grandfather Clause. If and when any existing sewer system is discovered to be functioning improperly or fails, then the system must be brought up to local current county code.
- B. There will be NO grey water, or any other form of sewer discharged direction into Lake Mary. If any discovery of sewage, either grey or black water, is being discharged into Lake Mary, the situation is to be remedied IMMEDIATELY by the home owner and the system must be brought up to current county code.
- C. Refer to: Constitutional Enforcement Authority seen herein Section VI.

## **XXI. Trash and/or Material Deposited into Lake Mary**

- A. There will be no trash and/or material of the like deposited into Lake Mary or on Lake Mary property. Let's keep Lake Mary beautiful.
- B. There will be a fine of \$1,000 dollars if anyone violates this ordinance; and the violator will be required to remove all items that were improperly disposed of at their expense.
- C. Refer to: Constitutional Enforcement Authority seen herein Section VI.

## **XXII. Use of the Lake**

- A. Lake Mary is a no-wake lake. Although watercrafts may have an outboard motor, only trolling motors are allowed to be run in the lake.

- B. The use of jet skis is prohibited.
- C. Water skiing is prohibited.
- D. The size of the boat must be appropriate for the lake. The governing board may determine if the size of the boat is appropriate, if there is question or concern about the size of the boat from other members.
- E. Immediate family, as defined in section XI F paragraph 2, may use the lake without the member present.
- F. Guests using the lake must be accompanied by a member.
- G. Children under the age of 10 must be accompanied by an adult.

### **XXIII. Lake Control of Zebra Mussels & Other Foreign Marine Life**

- A. To avoid contamination, any watercraft, of any kind, utilized on lakes or bodies of water (Rivers) other than Lake Mary is prohibited on Lake Mary. All watercrafts will be strictly monitored.
- B. There will be a fine of \$5,000 dollars if anyone violates the zebra mussel law AND the violator will indefinitely lose all rights to water access.
- C. Introducing fish into Lake Mary from other public or private waters is strictly prohibited. Overton Fisheries and Lake Management Team will only introduce fish when stocking has been approved by majority of share owners. A fine of \$500 per fish will be assessed.
- D. Refer to: Constitutional Enforcement Authority seen herein Section VI.

### **XXIV. The Grandfather Clause**

Existing conditions which are nonconforming or violate these restrictions/provisions/rules will be permitted to continue until they become damaged, destroyed, are functionally obsolete, cease to exist, or the property is sold.

## **XXV. Non-Discrimination Policy**

Lake Mary Association, Inc. does not, and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status when processing applications for membership, nor in any of the Association's operations and activities.