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#23-471
STATE OF SOUTH DAKOTA } SS
COUNTY OF STANLEY }
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Beverly Stoesser Deputy
Fee \$30⁰⁰

AMENDED BYLAWS OF THE
ARDLUSSA TOWNHOME ASSOCIATION

* * *

ARTICLE I.

NAME AND LOCATION. The name of the association is Ardlussa Townhome Association, herein referred to as the "association". The principal office of the association shall be located at residence of the presiding secretary, but the meetings of the members may be held at such places within the State of South Dakota, County of Stanley, as may be designated.

ARTICLE II.

Section 1. "Association" shall mean and refer to the Ardlussa Townhome Association, its successors and assigns.

Section 2. "Owner" shall refer to the record owners, whether one or more persons or entities, of the fee simple title of any lot or portion thereof which is part of or located within the property, including contract sellers but excluding those having such interest solely as security for the performance of an obligation. The rights of the owners may be exercised with the owners' written consent, by a contract purchaser or mortgagee.

Section 3. "Property" means all the land as described in Article II of the Declaration of Covenants, Conditions and Restrictions for the Ardlussa Townhomes, City of Fort Pierre, Stanley County, South Dakota, including Lots 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of the Marion's Garden Subdivision.

Section 4. "Common Area" shall mean all real property included in easements for the common use and enjoyment of the owners.

Section 5. "Lot" means any land or portion of land upon any recorded subdivision map on the property upon which a dwelling unit can be constructed.

Section 6. "Townhome unit" or "unit" means any building or a portion of a building situated upon the property and designated and intended for use and occupancy as a residence by a single family.

Section 7. "Member" shall mean every owner holding membership in the association.

Section 8. "Declarant" means Jerry W. Peterson, L.L.C.

ARTICLE III.

MEETINGS

Section 1. The annual meeting of the members shall be held in June of each calendar year for the purpose of electing officers and for the transaction of such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or upon the written request of any two of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the association, or supplied by such member to the association for the purpose of notice or by personal delivery to such member or by email. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast a majority of the members shall constitute a quorum for any action except as otherwise provided in the declaration, or these bylaws. If, however, such a quorum shall not be present or represented at any

meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his townhome.

ARTICLE IV.

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Powers. The association shall have the power to:

a. Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b. Suspend the voting rights and the right to use of the facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

c. Exercise for the association all powers, duties and authority vested in or delegated to this association and not reserved to membership by any other provisions of these bylaws, or declaration;

d. Declare the office of a member of the board of directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the board of directors; and

e. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. The association shall:

a. Cause to be kept a complete record of all its acts and association affairs and to present a statement thereof to the

members at the annual meeting of the members or at any special meeting when such statement is requested by any member;

b. Supervise all offices, agents and employees of this association, and to see that their duties are properly performed;

c. As more fully provided in the declaration, to:

1. Fix the amount of the annual assessment to every owner subject thereto at least 30 days in advance of each annual assessment period;

2. Send written notice (in the same manner as Notice of Meetings) of each assessment to every owner subject thereto at least 30 days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within 30 days after due date or to bring an action at law against the owner personally obligated to pay the same.

d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. Procure and maintain adequate liability and hazard insurance on property owned by the association;

f. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

g. Cause the common easement areas and other agreed areas to be maintained.

ARTICLE V.

OFFICERS

Section 1. Enumeration of Officers. The officers of this association shall be a president, vice president, secretary and treasurer, and such other officers as the members may from time to time by resolution create. All officers shall be members of the association.

Section 2. Election of Officers. The election of officers shall take place at each annual meeting of the members.

Section 3. Term. The officers of this association shall be elected annually and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointment. The association may elect such other officers as the affairs or the association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the association may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the members. Any officer may resign at any time giving written notice to the association, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the president. The officer appointed to such a vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the association; shall see that orders and resolutions of the association are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the association.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings and of the members; serve notice of the meetings of the members; keep appropriate current records showing the members of the association together

with their addresses, and shall perform such other duties as required by the association; and deliver a copy of each to the members.

Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the association and shall disburse such funds as directed by resolution of the members; shall sign all checks and promissory notes of the association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE VI.

COMMITTEES

The president shall appoint other committees as deemed appropriate in carrying out the purposes of the association.

ARTICLE VII.

BOOKS AND RECORDS

The books, records and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member. The bylaws of the association shall be available for inspection by any member at the principal office of the association.

ARTICLE VIII.

ASSESSMENTS

As more fully provided in the declaration, such member is obligated to pay to the association annual and special assessments for maintenance of common areas and otherwise which are secured by a continuing lien upon the townhome unit against which the assessment is made. Any assessments which are not paid when dues shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate set by the association at the time of the assessment, and the association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. No owner may

waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his townhome.

ARTICLE IX.

AMENDMENT

These bylaws may be amended, at a regular or special meeting of the members, by a vote of the majority of a quorum of members present in person or by proxy.

ARTICLE X.

MISCELLANEOUS

Section 1. Prevailment. In the case of any conflict between the declaration and these bylaws, the declaration shall control.

Section 2. Fiscal year. The fiscal year of the association shall be the calendar year, except that the first fiscal year shall begin on the date of the association.

These Bylaws were originally adopted on July 6, 1994 and herein amended at a regular meeting of a quorum of the members held on June 15, 2023.

Dated: 6-21-23

Al Arendt

PRESIDENT

ATTEST:

Cabrini Arendt
SECRETARY

(SEAL)

STATE OF SOUTH DAKOTA

:SS

COUNTY OF STANLEY

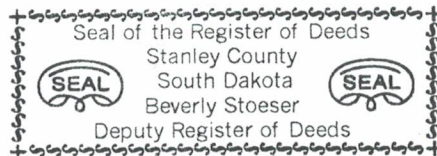
On this 21st day of June, 2023 before me, the undersigned officer, personally appeared Al Arendt, who acknowledged himself to be the president of the Ardlussa Townhome Association, and that he, as such President, being authorized to do so, executed the foregoing instrument or the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


Notary Public, South Dakota

My Commission Expires: _____ ~~Commission Expires~~ with term of office.

(SEAL)



STATE OF SOUTH DAKOTA

:SS

COUNTY OF STANLEY

On this 21st day of June, 2023, before me, the undersigned officer, personally appeared Cabrini Arendt, who acknowledged herself to be the secretary of the Ardlussa Townhome Association, and that she, as such secretary, being authorized to do so, executed the foregoing instrument or the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


Notary Public, South Dakota

My Commission Expires: _____ ~~Commission Expires~~ with term of office.

(SEAL)

