

**Bylaws  
of  
Village Charmant  
Condominium  
Association, Inc.**

*A COMMUNITY FOR PEOPLE AT LEAST 55 YEARS OLD*



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**BYLAWS  
OF  
VILLAGE CHARMANT  
CONDOMINIUM ASSOCIATION, INC.**

Adopted August 20, 2016

Amended November 8, 2019

**ARTICLE I - Name and Location**

These are the Bylaws of and for the Mississippi nonprofit and non-share corporation named:

**VILLAGE CHARMANT CONDOMINIUM ASSOCIATION, INC.**

The principal office of the Association is located at:

100 Charmant Place, Ridgeland, Mississippi 39157.

**ARTICLE II - Definitions**

- (a) "Declaration," as used herein, means that certain instrument entitled "Plan of Condominium," which includes the Declaration of Covenants, Conditions and Restrictions for Village Charmant Condominiums (CC&Rs) dated June 2003, filed for record in the office of the Chancery Clerk of Madison County, Mississippi, as may hereafter be supplemented or amended.
- (b) "Board," as used herein, means the Board of Governors elected by Members of the Village Charmant Condominium Association, Inc.
- (c) "Articles," as used herein, means the Articles of Incorporation of the Association.
- (d) "President," "Vice President," "Secretary" and "Treasurer," as used herein, mean, respectively, the President, Vice President, Secretary and Treasurer of the Association.
- (e) "Member," as used herein, will consist of every person who is or becomes an Owner of Record of a Unit.
- (f) "Unit," as used herein, means a portion of the condominium project which is not owned in common with all other owners of other Units in the condominium project.

- (g) "Association," as used herein, refers to the Village Charmant Condominium Association, Inc.
- (h) "Property," as used herein, shall mean the entire parcel of real estate divided or to be divided into condominiums, including the land, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto including any additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (i) Unless a different meaning is apparent from the context, all other expressions used herein will have the same meaning as they are defined to have in the Declaration, except that the word "herein" as used in the Bylaws, will mean in these Bylaws.

### **ARTICLE III - Membership and Voting Rights**

- A. When more than one person owns or holds an interest or interests in a Unit, then all such persons will be Members of the Association.
- B. The voting rights of the Members will be as follows:
  - 1. Members will be entitled to only one vote for each Unit owned [see 1.0(y), p 3 CC&Rs].
  - 2. When more than one person or entity holds an interest in a Unit, all persons or entities will determine how that one vote is cast. If the Members cannot agree, the one vote of the Unit will not be counted.
  - 3. The voting Member of a corporate-owned membership must be certified and filed in writing by an officer of the corporation at least one week before the Annual Association Meeting.
  - 4. Only one trust officer of a trust-owned membership may vote.
  - 5. Only one partner of a partnership-owned membership may vote.
  - 6. Any Member with more than a 60-day delinquency in payment of fines and fees to the Association is not eligible to vote.

## **ARTICLE IV - Meetings of Members**

### **A. Place of Meetings**

All meetings of the Members will be held at the principal office at 100 Charmant Place, Ridgeland, Mississippi 39157.

### **B. Types of Meetings**

1. The Annual Association Meeting will be held the second (2nd) Thursday of January at 6:00 p.m. The President of the Board will call the meeting.
2. A special meeting may be called by a resolution from the Board.
3. A special meeting may also be called by a petition with signatures from 31% of the Members. This petition, stating the purpose of the meeting, will be presented to the Secretary so the proper notice will be provided to all Members.

### **C. Notice of Meeting**

1. The Secretary or a Board-designated officer will notify each Member of the Annual Association Meeting. A sign indicating the date and time will be posted at the clubhouse. Notices will be placed in the newspaper tubes located under each Member's mailbox.
2. Members living out-of-town will furnish their current email and mailing addresses to the Secretary.
3. Notices will be given at least 15 but not more than 60 days prior to the meeting. Meeting notices will state the date, time, place and purpose of the meeting. No other business will be transacted except as stated in the notice.

### **D. Quorum**

1. The Annual Association Meeting, or a Special Meeting called by the Board, requires a quorum of 32 Units (approximately 60%) who vote either in person or by proxy. If the quorum is not reached, another meeting must be called within 21 days.
2. A Special Meeting called by the Board to consider an assessment, a change in monthly dues, or any amendment to the Covenants and Bylaws requires a quorum of 36 Units (approximately 67%) who vote either in person or by proxy.
3. A Special Meeting called by a Member's petition requires a quorum of 32 Units (approximately 60%) who vote either in person or by proxy.

## **Order of Business**

The rules of order and matters of procedure at all meetings of the Members will be determined by the presiding officer. The Annual Association Meeting order of business will be as follows:

1. Call to Order/Invocation
2. Attendance Report on Quorum
3. Approval of Minutes
4. Nominating Committee/Nominees
5. Annual Election of Board
6. Summary of Financials and Proposed Budget
7. Old and New Business
8. Announce new Board
9. Adjournment

## **ARTICLE V - Elections**

### **A. Time of Elections, Terms, and Service**

1. To ensure management continuity, no less than two (2) Board Members will be elected at one time.
1. Board Members will be elected at the Annual Association Meeting in January.
2. The term of office will be for three (3) years.
3. The number of Board Members will be limited to seven (7).
4. Each Board Member will serve until a successor is elected.

### **B. Qualifications for Board Members**

1. One must have a desire to serve the Association, putting the general good and the needs of its residents first.
2. One must have the ability to cooperate with and work well with others.
3. One must be current on monthly dues.
4. One must be willing to give time and effort to the accomplishment of their assigned tasks.
5. One is expected to attend all meetings.

### **C. Nomination Procedures**



1. The President will appoint a Nominating Committee by September 30. It will consist of a Board Member who will serve as chairman and two Members. They will serve until the close of the next Annual Association Meeting.
2. Current Board Members, whose seats are due for re-election, will make known their intent to the Nominating Committee's Chairman by October 1.
3. The Nominating Committee will select the number of applicants based on the number of vacancies on the Board.
4. The Nominating Committee will reveal its slate of nominees at the December Board Meeting. The Board will distribute the results to all Members.

#### **D. Proxies**

1. All Members in good financial standing with the Association will have the right to vote, either by ballot or by proxy.
2. No proxy will be mailed or placed in the newspaper tube located under Members' mailboxes.
3. Only one proxy is allowed per Unit.
4. A Member unable to attend the Annual Association Meeting may request an email proxy or a home-delivered proxy from a Board Member.
5. All proxies will state the time, place and purpose of the meeting and will expire at the end of the Annual Association Meeting.
6. To receive a proxy, both a signature and the voter's Unit number are required. The vote will in no way reflect the identity of the voter. It will be placed in a sealed envelope and not opened until the night of the election.

#### **E. Voting Process**

1. After signing in, each Unit will be given a ballot.
2. At the appropriate time, all proxies and ballots will be collected, opened and tallied by Members who are not involved in the day-to-day operation of Village Charmant.
3. The nominees who receive a majority (51%) of the vote will serve as Board Members.
4. Following adjournment, the Board will meet in the clubhouse office to elect officers.
5. A Board Meeting will be scheduled to have an orientation for the new Members before the February Board Meeting.

#### **F. Vacancies Between Elections**

1. If a Board Member is unable to complete a full term of office, the vacancy will be filled by the Board or by a special meeting of Members.
2. The new Member will serve until the next Annual Association Meeting.

## **ARTICLE VI - Board of Governors**

### **A. Responsibilities and Duties**

1. The affairs of the Association will be managed by the Board.
2. The only exclusions are actions exercised or reserved only for Members in the Declaration or the Bylaws.
3. The Board will have the authority and duty to create, establish or approve all policies or decisions relating to the management and administration of the Association. They include, but are not limited to the following:
  - a) The exclusive rights delegated to the Board as noted under Article IV of the Declaration (see pp 6-9);
  - b) To provide the maintenance, care, surveillance, services and efficient operation of the Property (see Declaration 1.0 (u), p 3);
  - c) To select, hire, train, supervise or discharge personnel responsible for the operation and maintenance of the Property and to compensate them;
  - d) To purchase Property and Liability Insurance for the Property;
  - e) To establish, determine, address, collect and use the assessments from the Members; also, to file and enforce liens for the assessments;
  - f) To authorize refunds to the Members if there are funds remaining after the completion of a project requiring an assessment;
  - g) To improve, maintain, repair the Property and to otherwise reconstruct and restore all portions after any casualty loss;
  - h) To employ a Facilities Manager to carry out duties required by the Board;
  - i) To prepare, negotiate, deliver, and execute contracts and keep on file the necessary documents related to the Association's affairs;
  - j) To properly settle any suit, action, claim or any legal proceedings affecting the Association and its Property;
  - k) To employ and compensate any person necessary to help with the affairs of the Association and its Property. If a person is related to or affiliated with a Board Member or Member, the Board will prevent any conflict of interest;

- l) To establish rules, regulations, restrictions, and fees for the use of the clubhouse, pool, or any other amenities located on the Property;
- m) To consider recommendations made by the Architectural Review Committee or the Facilities Manager pertaining to the use of the Property; and
- n) To govern activities which may be hazardous to the environment, including the application of fertilizers, pesticides or other chemicals on the Property.

## **B. Meetings of the Board Members**

### **1. Organizational Meeting**

The new Board will meet after the Annual Association Meeting to elect officers.

### **2. Regular Meetings**

- a) The first meeting will follow within 14 days after the election of officers.
- b) Meetings will occur monthly at the clubhouse at a time agreed upon by the Board. Meeting locations may change.
- c) Either the President or Secretary will send a notice of meeting at least three (3) days prior to a meeting. Any Member unable to attend will notify the President.
- d) Each meeting will have a prepared agenda.
- e) All meetings are open to Members. In order to speak, they must notify the Secretary of their subject to be placed on the agenda. There will be a five-minute limit for discussion.

### **3. Special Meetings**

- a) Special meetings of the Board may be called by the President.
- b) A meeting may also be called when requested by a majority (51%) of the Board.
- c) Either the President or Secretary will send a notice of meeting at least three (3) days prior to a meeting stating the place, time, and purpose of the meeting.

### **4. Quorum for Board meetings**

- a) A majority (51%) of the Board constitutes a quorum for the transaction of business.
- b) If less than a quorum is present, no business will be transacted, and the meeting will be adjourned to a later time.

## **C. Action Without Board Meeting**

1. Any action required or needed by the Board may be accomplished without a regular meeting by polling the Board Members.
2. Each Board Member will respond in writing.
3. The decision of the majority (51%) of the Board constitutes a quorum for the action.
4. Each written response will be filed as part of the minutes of the Board.

#### **D. Appointment of Committees**

1. The Board will appoint committees to perform tasks deemed necessary.
2. Each committee will have duties and responsibilities.
3. A Board Member will serve as either chairman or co-chairman.
4. The following committees will be appointed following the Annual Association Meeting:
  - a) **Architectural Review Committee.** Maintains the structural integrity and supervises any changes or additions to the structures.
  - b) **Landscape Committee.** Suggests new plantings and supervises landscape changes.
  - c) **Social Committee.** Plans and coordinates parties and events at the clubhouse.
  - d) **Clubhouse Committee.** Supervises seasonal decorating, clubhouse use, and cleaning.
  - e) **Sunshine Committee.** Sends reminders for upcoming events and shares information pertaining to the Members.

#### **E. Compensation of Board Members**

1. No remuneration will be paid to any Board Member without authorization by the Board before the service occurs.
2. Board Members will be reimbursed for actual out-of-pocket expenses with Board approval and the completion of a reimbursement form with attached receipts.

#### **F. Removal of Board Member**

1. Once a quorum is met, any Board Member may be removed from office with cause by a majority (51%) vote of Members present voting either in person or by proxy.
2. The Board Member whose removal has been proposed will be given an opportunity to speak at the meeting.
3. Any Board Member may be removed from office by a resolution adopted by a majority (51%) of the Board for the following reasons:
  - a) Being more than 60 days delinquent in dues, fees, or assessments.
  - b) Three (3) unexcused absences at Board Meetings.
  - c) Failure to fulfill responsibilities.

d) Unwillingness to cooperate with the Board.

4. A successor will be appointed to serve until the next Annual Association Meeting by the remaining Board Members.

#### **G. Fidelity Bonds**

1. The Board shall require that all Board Members and all Association employees responsible for handling funds be covered by fidelity bonds or equivalent insurance against acts of dishonesty resulting in a loss of money.
2. The premiums on such bonds or insurance will be paid by the Association.
3. If fidelity bonds are used, they will name the Association as the obligee and will not be less than the total amount of the Association funds including reserves.
4. The bonds will contain waivers by the issuers of the bonds based upon the exclusion of persons serving without compensation.
5. The bond will provide that any first mortgagee will receive notice of cancellation or modification of the bond.

### **ARTICLE VII - Officers**

#### **A. Designation**

1. The Board Officers will consist of a President, a Vice President, a Secretary, and a Treasurer, elected by the Board.
2. The Board may also appoint an Assistant Secretary, an Assistant Treasurer, and a Board Advisor.
3. The Board Advisor will be an ex-officio member of the Board.

#### **B. Vacancies**

1. If an office becomes vacant, the remaining Board Members will appoint another Board Member to serve until the next Annual Association Meeting.
2. If no remaining Board Member can fill the vacant office, an ex-officio Member of the Board may be appointed to serve.
3. In special circumstances, a Member may be appointed to serve until the next Annual Association Meeting.

#### **C. President**

1. Supervise and direct all the business affairs of the Association.

2. Preside at the Annual Association Meeting, Special Meetings of Members, and all Board Meetings.
3. Establish administrative authorization at bank.
4. Have check signing authority. Two Board Members must sign each check.
5. Send notices informing Members of events or issues related to landscaping, irrigation, finances, the clubhouse, or the Board.
6. Discuss the budget monthly with the accountant and the Board.
7. Monitor the activities of all vendors.
8. Be available when Members or realtors call with questions or problems.
9. Appoint committee chairpersons and co-chairpersons.
10. Will have all general authorities, responsibilities, and duties as given and approved by the Board.

**D. Vice President**

1. In the absence of the President, the Vice President will preside and perform the same duties as the President.
2. Serve as liaison between the Board and the Members.
3. Have check signing authority.
4. Will assist the President generally, and when acting for the President, will assume the same responsibilities, authorities, and duties as the President.
5. If the President and the Vice President are unable to serve, the remaining Board Members will appoint a Board Member as the interim Board President.

**E. Secretary**

1. Keep minutes for the Annual Association Meeting, Special Meetings, and all Board Meetings on file in the office.
2. Give notice for all Member meetings and Board meetings.
3. Maintain and distribute the phone directory.
4. Keep a list of addresses and contact information for all Members.
5. Keep copies on file of the Village Voice and other communications sent to Members.
6. Listen to voicemail messages in the office and respond as needed.
7. Collect and date stamp mail when received.
8. Check the black box several times weekly.

9. The Secretary will have authorities, responsibilities and duties given and approved by the Board.
10. The Board may appoint an Assistant Secretary or another Board Member to share these responsibilities.

**F. Treasurer**

1. Have check signing authority. Checks must be signed by two Board Members.
2. Ensure bills are paid on time and provide the accountant information as needed.
3. Deposit checks for monthly dues and fees.
4. Notify Members when checks for monthly dues are late, after the fifth (5th) of the month by 5:00 p.m.
5. Place an assessment notice of a \$25.00 late fee in the Members' mail tubes after a second delinquency. This will not affect Members that draft their dues.
6. If the Treasurer is unable to serve, the Board will appoint a Board Member as the interim Treasurer.
7. The Treasurer will have authorities, responsibilities, and duties given and approved by the Board.

**ARTICLE VIII - Indemnification of Officers and Members**

**A. Indemnification**

1. The Association shall indemnify and hold harmless every Board Member and every person who may serve at the request of the Board in accordance with the standard of conduct prescribed by Section 9-11-267 or by Section 79-11-275 as applicable to Mississippi Code of 1972, as amended.
2. The Board Officers shall not be liable to the Board or to the Association for any mistake of judgment, or otherwise, except as provided by law and individual willful misconduct or bad faith.
3. The Association shall have no personal liability with respect to any contract or other commitment made in good faith.
4. The Association shall indemnify and hold harmless such Board Members free and harmless against any and all liability to others.

**B. Conflict and Identity of Interest**

1. The Board shall conduct their duties in good faith and in the interest of the Association.

2. No contract or other transaction between the Association and one or more of its Board Members shall be either void or voidable if any of the conditions specified in any of the following paragraphs exist:
  - a) If a common directorate or interest is disclosed or known to the Board, the Board authorizes, approves or ratifies such contract in good faith by a majority (51%) vote of the Board; or
  - b) The contract or transaction is priced reasonably to the Association at the time it is authorized and approved or executed.
3. A Board Member may be counted in determining the presence of a quorum at any meeting of the Board or any committee which authorizes, approves or ratifies any contract or transaction, and may vote to authorize any contract or transaction if there is not a common or interested Member.

## **ARTICLE IX - Limitation of Liability**

The Association, the Board or each Governor individually shall not be liable for any failure to provide services furnished by the Association, which include:

1. Injury, including death, or damage to any person or Property caused by the elements or resulting from electricity or water;
2. Any wire, pipe, drain, conduit or similar Property;
3. For theft or other loss or damage to any Property on the Common Area;
4. For injury caused by or resulting from maintenance or repairs, construction or reconstruction of improvements on the Common Area;
5. Any action taken from inaction by the Association to comply with any provision of this Declaration; and
6. Any law or ordinance or directive of any governmental authority or any court.

## **ARTICLE X - Facilities Manager**

- A. The Board may employ a Facilities Manager at a rate of compensation established by the Board to perform such duties and services as the Board Members direct and authorize.
- B. The Facilities Manager coordinates with the Architectural Review Committee.
- C. Provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Property including but not limited to the items listed below.



1. Buildings: conduct inspections, record needed maintenance and complete any work needed.
2. Lawn care: ensure contract is properly implemented.
3. Pool: inspect for proper pH of pool water, water level and cleanliness, as well as the surrounding area.
4. Clubhouse: inspect and record repairs that need attention.
5. Road access: notify the City of Ridgeland of problems with the street the city maintains.
6. Front gate and surrounding fence: ensure both are properly maintained and function properly.
7. Irrigation: routinely inspect sprinkler zones to ensure they work properly with no leaks.
  - a) Select, hire, supervise personnel needed for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Property. No one will be hired without Board approval.
  - b) Provide such other services for the Association as may be requested by the Board.
  - c) Attend monthly Board Meetings or provide a report for the meetings.
  - d) Any contract between the Facilities Manager and the Association can be terminated by either party with a 30-day written notice.

## **ARTICLE XI - Fiscal Management**

### **A. Fiscal Year**

1. The fiscal year of the Association will begin on the first day of January.
2. This may be changed by a resolution from the Board.

### **B. Principal Office: Change of Same**

1. The principal office of the Association will be at the location set forth in Article I of these Bylaws.
2. The Board may change the location of the principal office of the Association if necessary.

### **C. Books and Accounts**

1. After the Annual Association Meeting, the President, Vice President, Treasurer, and one other officer will visit the bank to set up check signing authorization.

2. The books and the accounts of the Association will be kept under the direction of the Treasurer and a Certified Public Accountant in accordance with generally accepted accounting practices.
3. The same will include books with detailed accounts, in chronological order, of receipts and expenditures and other transactions of and for the Association.
4. The amount of any Assessment required for payment of any capital expenditure will be credited upon the books of the Association to a restricted capital or reserve account.
5. The receipts and expenditures of the Association will be credited and charged to other accounts under classification consisting of no less than the following:
  - a) "Reserves for Replacement" which will involve the control of such reserves or replacement as are provided for in these Bylaws and as may be approved by the Board.
  - b) "Other Reserves" which will involve the control over funding of and charges against any other reserve funds which may be approved by the Board.
  - c) "Betterments" which will involve the control over funds to be used for the purpose of defraying the cost of any unanticipated construction, repair, or replacement on the Property. It may also be for capital improvement or for the purchase of additional Property approved by the Board.
  - d) Reporting and Inspection of Books
6. At the close of the fiscal year, the accountant will present a summary of all pertinent financial information to the Board, to include:
  - a) Balance Sheet,
  - b) Profit and Loss Statement,
  - c) Proposed budget for the new fiscal year, and
  - d) A reserve calculation.
7. All financial information will be presented to the Members at the Annual Association Meeting.
8. The books, accounts, and all financial records of the Association shall be available for examination by the Members, their authorized agents, attorneys, and by the holders of recorded first mortgages on the Units within ten days' notice to the President.

#### **D. Audit**

1. An audit may be requested by a majority of the Board or a majority of the Members at the Annual Association Meeting.

2. The audit will be made by an independent Certified Public Accountant and the report will be prepared and certified in accordance with generally accepted auditing standards.
3. The audited financial report will be given to the Board, the Members, and any mortgagee.

**E. Execution of Corporate Documents and Seal**

1. All notes and contracts of the Association will be executed by the President or Vice President after authorization by the Board.
2. All checks will be executed by the President, Vice President, or any other officer appointed and approved by the Board.
3. A corporate seal containing the name of the Association will be kept in the office for official use.

**ARTICLE XII - Amendments**

**A. Proposed Amendments**

1. Amendments to the Bylaws may be proposed by a majority (51%) of the Board or by petition signed by at least 14 Members or approximately 25% of the Members delivered to the Secretary.
2. A description of any proposed changes will accompany the notice of the Annual Association Meeting or a Special Meeting of the Members with the specific time and location.

**B. Amendments**

1. The Board has the authority to make minor changes to the Bylaws that don't affect the substance of the Bylaws.
2. The Bylaws may be amended with the approval by a supermajority (67%) of the membership voting by ballot or proxy.
3. All amendments may be recorded with the CC&Rs in the Office of the Chancery Clerk for Madison County, Madison, Mississippi.

**ARTICLE XIII - Mortgages – Notices – Other Rights of Mortgagees**

Additional Rights of Eligible Mortgage Holders – Notice

1. The Association shall promptly notify any eligible mortgage holder of any Unit if:
  - a) Any installment which will become and remain delinquent for a period in excess of 60 days;

- b) Any failure to give such notice shall not affect the validity of any mortgage or lien for any assessment levied pursuant to the Declaration or any priorities for liens as specified in Paragraph 6.10, p 14 of the Declaration;
  - c) No suit or proceeding may be brought to foreclose the lien except after a ten-day written notice to the holder of the Unit which is the subject of such suit or proceeding; and
  - d) No mortgagee, beneficiary or trustee under a deed of trust shall become personally liable or obligated for any unpaid maintenance fund assessment.
2. Any Member who has requested the Association in writing will be entitled to:
    - a) Inspect the books and records of the Property during normal business hours;
    - b) Receive an annual financial statement of the project within 90 days following the end of any fiscal year of the project;
    - c) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and
    - d) Receive current copies of the Declaration, the Bylaws and all other rules concerning the project for a fee of \$25.00 per copy.
  3. Any holder of a recorded first mortgage will notify the Association and the Board and will maintain such information in a book entitled "Holders of Recorded First Mortgages."
  4. Any notice required to be delivered shall be in writing and may be delivered either personally or by mail within two (2) days. Such addresses may be changed by notice in writing to the Association.

## **ARTICLE XIV - Interpretation - Miscellaneous**

### **A. Conflict**

1. The Bylaws must agree with all the provisions of the Declaration.
2. All the words and expressions in the Bylaws must have the same meaning as those in the Declaration.
3. The Declarations supersede any conflict with the Bylaws.

### **B. Notices**

All notices required in the Bylaws must be delivered in writing to the Members via email, postal service or the mail tube.

**C. Severability**

If a provision of a Bylaw is determined to be invalid or unenforceable, the remaining provisions will remain in effect.

**D. Waiver**

If any restriction, condition or provision of these Bylaws fails to be enforced, the remaining restrictions, conditions and provisions remain enforceable.

**E. Captions**

1. The captions in these Bylaws are for convenience only and are not part of the Bylaws.
2. Captions are not intended to limit the terms and provisions of the Bylaws or to aid in the construction of them.

# APPENDIX

## Village Charmant Rules and Regulations

Living in a homeowner association (HOA) varies significantly with living in a regular neighborhood. After moving to a community run by an HOA, you agree to abide by its rules. The HOA is governed by a Board which oversees the operation of the Property. A budget approved by the Members and funded from monthly dues provides for its upkeep and care.

There are no zoning regulations, but there are legal documents called the Declaration of Covenants, Conditions, Restrictions (CC&Rs) and Bylaws. These are guidelines for the use and control of the Property and are governing rules for the use of the facilities and grounds.

Not following the restrictive Covenants and Bylaws have consequences, which are listed on Appendix - 8 & 9.

### Rules from the Declarations

Use the "Table of Contents" of the CC&Rs to locate and read "5.0 Use Restrictions," pp 9-11.

1. No leasing, renting, or time-sharing is allowed.
2. Signs for commercial purposes, including "For Sale" signs are not permitted.
3. No part of the common area may be used for commercial purposes.
4. No outside television or radio antennae are permitted.
5. No structural changes or additions may be constructed except in strict compliance with and by written approval of the Architectural Review Committee.
6. No extraordinary repair or maintenance of vehicles in any parking areas.
7. No parking of campers, boats, or trailers in driveways.

Carefully review each rule under "5.3 Prohibited Uses and Nuisances" of the CC&Rs, p 9.

## **Buying and Selling Condominiums**

1. In order to set up dues payment and facilitate the delivery of the “Welcome to Charmant” information, Members should inform the Board of a Unit’s sale when the moving date is **determined**.
2. Each new Member is given a copy of the “Declaration of Covenants, Conditions, Restrictions, and By-laws,” contained in the “White Declaration Notebook.”
3. Members are responsible to deliver the “White Declaration Notebook” to the office or give it to a Board Member at least one week before the closing date of the condominium sale. If the Covenants and Bylaws have been misplaced, there will be a \$25.00 replacement fee.
4. Selling Members explain how monthly Association dues are paid with the buyer and leave a message in the office giving the new Member’s name.
5. New Members will receive a “Welcome to Village Charmant” packet containing a bank draft form and other important information.

## **Clubhouse**

1. Each Member may reserve the clubhouse for one day, once a year, with no charge if a “Clubhouse Reservation Directions” form is completed (Attachment 1).
2. Forms are available outside the clubhouse office door or upon request.
3. No events are allowed for solicitation, sales, or job-related use.
4. Before using the clubhouse, read and follow the rules included with Attachment 1.

## **Driveways and Sidewalks**

1. Members are responsible for keeping their driveways and sidewalks clean.
2. Safety hazards and unsightly materials must be removed.
3. Debris should not be blown or swept onto asphalt pavement or other driveways.

## **Fitness Center**

1. The Fitness Center cannot be reserved at any time.
2. Guests must be accompanied by a Member.
3. No more than two (2) guests can accompany a Member.
4. Read instructions and return equipment to its original location.
5. NO running on the treadmill. The treadmills were installed by the developer. Ours are old without the larger motors found in commercial fitness centers.
6. Report broken equipment via the black box outside the front door (Attachment 2).
7. Turn off fans, lights, equipment and the television before leaving.

## **Flags**

1. Any Member wanting to display an American flag attached to the Unit must submit a "Village Charmant Member Service Request" form (see Attachment 2).
2. When approved, the Architectural Review Committee (ARC) chairman will provide the specific location and instructions.
3. A guideline for good "Flag Etiquette" is provided (Attachment 3).
4. The installation requirements developed by the ARC are as follows:
  - a) Flags should be no larger than 3'x 5' and no smaller than 2'x 3'13/16".
  - b) The pole is not to exceed six (6) feet.
  - c) The pole mounting bracket is to be mounted on the corner of the sunroom nearest the front door and no higher than 32-1/2" above the brick ledge and, if possible, on the 1"x 4" trim boards (some trim boards are too narrow to accept the mounting bracket, 1"x 2").
  - d) All mounting bracket screw holes are to be filled with waterproof silicone to prevent wood rot.



## **Garage**

1. Close garage doors at night and when not in use. They may be slightly raised for ventilation.
2. Members should park in their garages.
3. Debris other than leaves from the garage should be picked up and placed in a trash can.

## **Garbage**

1. Pick-up Schedule:
  - a) Wednesday- garbage and recycle pickup.
  - b) Saturday only - garbage pickup.
2. Place garbage bags in a garbage container to prevent wild animal scattering.
3. Cardboard boxes should be collapsed for recycling per the request of the City of Ridgeland.
4. Take out the garbage/recycle containers in the morning and put on the end of the driveway, or where it is convenient for the refuse collectors.
5. After pick-up, place containers out of sight in the garage as quickly as is feasible.

## **Gutters**

1. Adjacent neighbors must both agree to install gutters. A "Village Charmant Member Service Request" form (see Attachment 2) should be completed and placed in the black box.
2. Members are responsible for the maintenance of gutters (see CC&Rs 4.5, p 8).
3. Gutters should be cleared of debris and inspected for damage as necessary. If damage occurs to the fascia and soffit board, it is the Member's responsibility.
4. The Association is responsible for painting the exterior only.

## **Heating, Ventilation and Air Conditioning**

1. The cleaning and maintenance of heating, ventilation, and air-conditioning units are the responsibility of the Member.
2. A service provider should inspect the system twice a year.
3. Water heaters should also be checked annually.

## **Landscaping**

1. Members may plant flowers and non-invasive shrubs in the beds adjacent to the bedroom windows and the sunroom. Artificial flowers are not permitted.
2. The narrow strip by the driveway may contain monkey grass, mulch, flagstone, rocks or several large pot plants.
3. The medians may have a large pot and trellis next to the wall between the garages. Other possible options are monkey grass, flagstone, and rocks.
4. A security sign, a bird bath, or small decorative objects may be placed in the flower beds. Chimes and bird feeders may be hung.
5. Nothing should obstruct walkers, wheelchairs or first responders from being able to travel on sidewalks.
6. Flagstone may outline the edges of the flower beds if they do not impede mowing.
7. Lawns are maintained only by a licensed landscape vendor.

## **Parking in Common Area**

1. Guest parking is limited to Members' driveways, in designated common areas or on the street, if temporary.
2. Handicapped individuals should have a handicapped tag or sign.
3. No vehicles shall be parked upon the Common Areas.

## **Patios**

1. Any Member wanting to add an extended patio must complete a "Village Charmant Member Service Request" form (see Attachment 2) with an attached patio plan showing its dimensions and building materials. Contact the ARC chairman for assistance.
2. Patios may contain a small table and chairs but cannot impede accessibility by first responders.
3. Blocking the inside or outside patio door is a fire code violation.
4. After use, place grills inconspicuously. Patios should not to be used as storage space of miscellaneous items.

## **Pets**

1. Be a considerate pet owner. Do not walk a pet close to a neighbor's Unit or by their patio. Use areas not contiguous to the condos, clubhouse, or pool.
2. If you groom your pet, clean up afterwards and put hair in garbage.
3. Always use a "poop bag" to clean up after your pet.
4. Restrain pets with a handheld leash when outside. Underground electric fences are allowed but must be approved by the Architectural Review Committee before installation.
5. Each Unit is allowed two pets.

## **Swimming Pool**

1. The pool is maintained from May 15 through September 30.
2. Pool hours are from 7:00 a.m. until 10:00 p.m.
3. Swim at your own risk. A lifeguard is not on duty.
4. A Member must be present and responsible for the safety and behavior of their guests and any damage that may occur.

5. Due to the size of the pool and safety issues, there is a limit of four (4) guests per Unit.
6. To avoid pool closing and ensure fun for all, infants not “potty trained” must always wear swim diapers. No disposable diapers are permitted.
7. No running, diving or excessive horseplay is allowed in or around the pool.
8. No pool furniture is allowed in the pool.
9. The pool can be used for a party but cannot be reserved.
10. No smoking or glass containers are allowed in the pool area.
11. No cooking is allowed in the pool area unless it is an HOA function.
12. Pick up trash and personal belongings when finished. Return equipment and furniture to its original location.
13. No eating or drinking while in the pool.
14. No one under the age of 21 may drink alcohol in the pool area.
15. Dry off before entering the clubhouse. Do not enter through the double glass doors.
16. The last Member to leave turns off all lights and fans, and then lowers the umbrellas.
17. Board Members will intervene when unsafe activities are observed.

### **Two- and Four-Wheeled Motorized Vehicles**

1. These vehicles are restricted to asphalt and concrete. This will prevent breakage of sprinkler heads and creating ruts in wet areas. There are exceptions for work vehicles.
2. Only Members with valid driver licenses may drive.
3. Please drive slowly and cautiously.

### **Windows and Exterior Walls**

1. Members are responsible for cleaning the inside and outside of windows. If water leaks inside after washing, fill out a “Village Charmant Member Service Request” form (see Attachment 2).

2. Keep exterior walls clean and free of mildew (see CC&Rs 4.5, p 8)

## Penalties for Violation of Rules

1. If a Member violates the rules of Village Charmant, the Member may lose privileges for use of the facilities and may be required to pay a fine as outlined below:
  - 1<sup>st</sup> Offense** – Member will receive a written warning from the Board.
  - 2<sup>nd</sup> Offense** – Member may be charged a maximum fine of \$50.00 which must be paid in seven (7) days.
  - 3<sup>rd</sup> Offense** – Member may be charged a fee of \$100.00. Plus, all Association privileges may be revoked for a period of 90 days.
2. If the incident is appealed and then denied by a majority vote of the Board, an additional fine may be assessed. The fine is calculated from the end of the initial seven-day fine payment period until the fine is paid in full. The amount of the fine is calculated at the rate of \$5.00 per day.
3. If the Board overturns the fine, the reason for the overturn will be noted in the official meeting minutes of the Board.
4. If the Member refuses to pay the assessed fine, the Board will take legal action to collect the fine.

# Frequently Asked Questions

Below is a list of frequently asked questions and answers for Village Charmant, which was established in 2003.

## 1. How much are the current dues and how are they determined?

The monthly dues changed from \$250.00 to \$275.00, effective February 1, 2022, the first increase since 2013. The Board continues to work hard to keep the budget in line with increasing yearly expenses.

## 2. Is the Association financially stable?

Having retired the banknote, Village Charmant is debt-free and bills are paid monthly.

## 3. What are some of the services the Association provides?

- ❖ Maintenance and replacement of roofs
- ❖ Exterior caulking and painting of buildings and Units
- ❖ Insurance on the clubhouse and exterior of all Units
- ❖ Professional landscape service of the lawns and seasonal trimming
- ❖ Summer irrigation of common areas
- ❖ Broadcasting fire ant bait twice a year
- ❖ Yearly treatment for termite protection for all Units
- ❖ One free use of the clubhouse yearly
- ❖ Maintenance of the swimming pool and fitness center

## 4. What are the responsibilities of Unit Owners?

- ❖ Everything inside the Unit and below the roof rafters

- ❖ HVAC units and water heaters
- ❖ The cleaning of the patio, sidewalk, and driveway, all designed primarily for the use of the Owner. (Limited common elements)
- ❖ Cleaning of exterior doors, windows, and gutters
- ❖ Installation of weather stripping and purchase of exterior light bulbs
- ❖ Planting seasonal flowers outside the Unit (optional)

**5. Can an Owner pay a vendor to complete the responsibilities listed above?**

One has the option to use a third-party vendor, but at personal expense.

**6. Are there any zoning regulations for Village Charmant?**

No, but there are legal documents called the Declaration of Covenants, Conditions, Restrictions, and Bylaws. These are guidelines for the use and control of the Property and rules for Members in the use of the facilities.

**7. Are there consequences for not following Covenants and Bylaws?**

The penalties for violations are listed on Appendix - 8 & 9.

## **Clubhouse Reservation**

1. Sign up on the clubhouse bulletin board calendar for the date(s) you want to reserve.
2. Fill out the "Clubhouse Reservation" form.
3. Put the form and a \$100 deposit in an envelope and place in the black box located outside the clubhouse front door.
4. Read the current rules before the event.
5. After the event, follow the "Clubhouse Cleaning Guide."
6. Your \$100 deposit will be returned provided the clubhouse is cleaned and no damage occurred.



7. Instructions for making additional reservations are included in the Clubhouse Rules and Use Policy.

## **Clubhouse Rules and Use Policy**

1. Each homeowner may reserve the clubhouse once a year for one day at no cost. Since upkeep costs are necessary, those using it more will be asked to pay a fee.
2. NO solicitation or job-related use is permitted. To reserve the clubhouse for the free one-day use, put a "Clubhouse Reservation" form with a \$100 REFUNDABLE check in an envelope in the black box outside the clubhouse front door. If a reservation is requested for the next day, include a \$50 check for the additional use.
3. For additional reservations, there will be a NONREFUNDABLE FEE: \$75 for one day or \$125 for two days. Put the "Clubhouse Reservation" form, a \$100 REFUNDABLE check, and a separate NONREFUNDABLE check for the additional use in the black box.
4. The \$100 deposit will be returned if the Clubhouse Rules and Cleaning Guide are followed and no damage occurred.
5. If damage occurs, the deposit will be used to pay for repairs.

## **General Clubhouse Rules**

1. There are no rentals to the general public.
2. The homeowner will be present and responsible for the safety and behavior of their guests, and any damage that may occur.
3. Guests park only in designated areas, or curbside not blocking driveways or the front entrance to the clubhouse. Carpooling may be necessary because of limited parking space.
4. If alcoholic drinks are served, monitor your guests. You are responsible for their behavior.
5. The Association is not liable for private events.
6. Provide all paper supplies, cups, food, and beverages.
7. Do not remove any items from the clubhouse.
8. NO SMOKING is allowed.
9. NO PETS are allowed in the clubhouse or pool area.
10. Keep the French doors in the great room locked. Exterior doors should be closed to conserve energy.
11. If the pool is used, guests with wet feet must use the hall entrance. Caution guests that the tile is slippery when wet.
12. The Association is not responsible for carelessness or the loss of items left in the clubhouse area.

## **Clubhouse Cleaning Guide**

APPENDIX 13

- Vacuum carpet and sweep tiled areas. If any spills or stains occurred, please mop or shampoo them until removed.
- Clean counter tops and wipe off tables and chairs.
- Return furniture, equipment and other materials to their original location.
- Check refrigerator and remove any food you brought.
- Collect and remove kitchen and bathroom trash after the event and carry away.
- Clean the bathroom floors and sinks and flush the toilets.
- Request that the thermostats be adjusted for the hours of the event.
- Turn off the fans and the inside and outside lights by 10 p.m.
- Report any damage that has occurred.

# Clubhouse Reservation

By signing the form below, I acknowledge my acceptance of the Association's conditions.

Name \_\_\_\_\_ Date \_\_\_\_\_

Unit # \_\_\_\_\_ Phone # \_\_\_\_\_

Type of event \_\_\_\_\_

Approximate number of guests \_\_\_\_\_

Requested date \_\_\_\_\_ Hours of event \_\_\_\_\_

Member Signature \_\_\_\_\_

\_\_\_\_\_

\$100 deposit \_\_\_\_\_ Non-refundable fee \_\_\_\_\_

Date received \_\_\_\_\_ Initial who received \_\_\_\_\_

# VILLAGE CHARMANT MEMBER SERVICE REQUEST

MEMBER (print) \_\_\_\_\_ DATE \_\_\_\_\_

UNIT # \_\_\_\_\_ Charmant Place PHONE # \_\_\_\_\_

Email \_\_\_\_\_

**PLEASE CHECK THE BOX THAT BEST CORRESPONDS TO YOUR CONCERN**

Building

Common Area

Landscaping

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PLEASE WRITE YOUR PROBLEM OR CONCERN

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board Response

PLACE IN THE BLACK BOX. IF YOU HAVE NOT HEARD ANYTHING AFTER THE MONTHLY BOARD MEETING, PLEASE CALL.

## Flag Etiquette

On June 22, 1942, the U.S. Congress passed a joint resolution, later amended on December 22, 1942, that encompassed what has come to be known as the U.S. Flag Code.

- ❖ The flag of the United States is the emblem of our identity as a sovereign nation, which the United States of America has been for more than 200 years.
- ❖ The flag should not be displayed on days when the weather is inclement.
- ❖ The custom is to display the flag only from sunrise to sunset on flagstaffs in the open, but it may be displayed at night—if illuminated—to produce a patriotic effect.
- ❖ When displayed from a staff projecting from a building, the union should be at the peak of the staff.
- ❖ The flag should never be displayed with the union (stars) down, unless as a signal of dire distress.
- ❖ The flag should never touch anything beneath it, such as the ground, the floor, water, or merchandise.
- ❖ The flag should never be carried flat or horizontally, but always aloft and free.
- ❖ The flag should never be fastened, displayed, used, or stored so that it might be easily torn, soiled, or damaged in any way.
- ❖ The flag should never have anything placed on it.

- ❖ The flag should never be used for any advertising purpose, nor embroidered on cushions or handkerchiefs, printed on paper napkins or boxes, nor used as any portion of a costume.
- ❖ The flag, when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning, and then buried with the ashes of the fire.