



HV OF FORK OWNERS' ASSOCIATION
CURRENT BY-LAWS (as amended- 09/14/2015)

ARTICLE ONE

Membership

SECTION 1. Each owner of one or more lots or undivided interests and each purchaser under a contract to purchase one or more lots or undivided interests (with such contract then being in force) in Holiday Villages of Fork Subdivision is deemed to be a member of this Association; provided, however, that Fork Holiday Villages, L.P. may resign its membership at any time. An "undivided interest", as such term is used herein, shall mean each of the 1,700 undivided interests in Section B and C of the Subdivision (being each 1/500 undivided interest in Section B and each of 1/1200 undivided interest in Section C); including but not limited to each such undivided interest owned by Fork Holiday Villages, L.P. For purposes of these By-Laws, an undivided interest shall not be considered a lot, and a lot shall not be considered an undivided interest.

SECTION 2. The Association shall have only one class of voting members. Members shall be entitled to one vote (at all meetings of the members and otherwise) regardless of the number of lots or undivided interest owned: provided that not more than one vote shall be cast with respect to each lot or each undivided interest. All members of a single family (as defined by the Board of Directors of the Association) who are owners or purchasers, as described in **SECTION ONE** of this **ARTICLE ONE**, of an undivided interest shall collectively entitled to one vote at all meetings of members or otherwise, and any of such members may cast such vote. With the exception noted in the last sentence of this Section, votes shall not be divided into fractional votes. In the event that a lot is validly subdivided, and a member or members is (are) the owner(s) or purchaser(s) of at least 40% but not more than 60% (in area) of such lot, such member shall be entitled to 1/2 vote for such lot.

SECTION 3. All members of the association, in good standing (not owing any assessment monies on current or previously owned properties), their families, authorized guests shall have the right to use all of the Association's facilities; including swimming pool, park, and recreational areas, to the extent permitted by and in accordance with the terms and conditions that may be set out in the Association's rules, which may from time to time be established by its Board of Directors. Resident non-members may have access to Association's facilities, provided they pay a monthly usage fee of \$35.00, this would

allow resident non-members to access all Association's facilities without the members of the Association bearing the burden of their usage of the previously stated amenities. This monthly fee will be adjusted as costs increase without notice as needed by the Board of Directors. Failure to keep the monthly usage fee current by the resident non-member would be grounds for restriction from the previously stated amenities. Infractions of deed restrictions or by-laws by resident non-members, whether monthly fees are paid or not will result in restrictions to use of Association's facilities. Resident non-members of the Association will be required to update the POA of their place of residence and a copy of the most recent terms of the resident's agreement with the actual owner of the property in which the resident non-member is residing within the subdivision and acquire a new gate entry code. The POA will cancel each resident non-member code one day after lease end, or notification by the owner that the lease has ended or was terminated, it is the responsibility of the non-member resident to update the POA. In addition, the use of such facilities is governed by and subject to the provisions of the recorded Subdivision Restrictions for the Subdivision (revised January 4, 2011). As to each membership which is held by other than a single individual, that is, membership held by two or more persons or by a corporation or partnership, the use of the Association's facilities shall be only by an individual person and the family of such an individual named by such member. In respect to any lot or undivided interest which is covered by a bona fide contract for sale, the purchaser(s) rather than the seller(s) of such lot or undivided interest shall be entitled to membership unless such contract specifically provides otherwise.

SECTION 4. Membership may be evidenced by such card, certificate or other writing as the Board of Directors shall authorize.

SECTION 5. No member other than Fork Holiday Villages, L.P. may resign from membership in the Association.

ARTICLE TWO

There shall be no initiation fees. Members shall be bound to pay assessments to the Association in accordance with the restrictions for the Subdivision now and hereinafter recorded.

