

**BYLAWS OF  
MANTUA FARM  
ASSOCIATION, INC.**

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BYLAWS OF  
MANTUA FARM  
ASSOCIATION, INC.

ARTICLE I

NATURE OF BYLAWS

**1.01 Nature of Bylaws.** These Bylaws are intended to govern the administration of Mantua Farm Association, Inc. (the "Association") a nonprofit corporation organized under Title 15A of the Statutes of New Jersey, and the management, administration, utilization and maintenance of the Common Property and certain other portions of the Property described in the Master Declaration for Mantua Farm, a Planned Community (the "Declaration").

**1.02 Definitions.** Unless the context clearly indicates otherwise, all capitalized terms shall have the meaning set forth in the Declaration and all definitions set forth in the Declaration are incorporated herein by reference.

**1.03 Fiscal Year.** The fiscal year of the corporation shall be determined by the Board of Trustees.

**1.04 Principal Office.** The principal office of the Association is located at 551 Cooper Road, Berlin, New Jersey 08009.

ARTICLE II

Membership and Voting Rights

**2.01 Membership.** Every person, firm, association, corporation or other legal entity who is a record Owner or Co-Owner of the title to any Unit shall be a Member of the Association; provided, however, that any person, firm, association, corporation or legal entity who holds such title or interest in a Unit merely as security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association. The Declarant and each Lot Developer shall have one (1) membership and one (1) vote in the Association for each Unit, completed or prospective, which has not been conveyed to a purchaser other than the Declarant.

**2.02 Tenants or Other Occupants of Units.** Every person who is entitled to possession and occupancy of a Unit as a tenant or other occupant of a Member shall be permitted to enjoy the Common Property of the Association but shall not be entitled to any vote with respect to matters of the Association, except as the Member shall permit his or her tenant or occupant to exercise the proxy vote of the Member.

**2.03 Change in Membership.** Upon transfer of title to a Unit, the membership of the transferring Owner shall automatically terminate and shall be transferred and inures to the benefit of the new Owner succeeding him in interest. However, such new Owner shall not be entitled to vote in matters of the Association, or act as Trustee, Officer or Committee Member of the Association until such time and he has delivered to the Secretary proof that title ownership of a Unit has been transferred to him, and he has paid the required membership fees and contribution to capital. For purposes of subsection, proof of ownership shall be satisfied if a certified true copy of the deed or other instrument of title is delivered to the Secretary along with (a) a completed copy of such Owner's HUD 1 settlement sheet prepared by a reputable title insurance company, or (b) a copy of the deed or instrument of title marked received and dated by the Gloucester County Clerk's Office. Other evidence of title ownership may be accepted by the Board in its reasonable judgment. Nothing herein shall be construed to relieve any Member of payment of assessments and any other charge authorized under the Governing Documents.

**2.04 Rights of Membership.** Every Member shall be privileged to use and enjoy the Common Property subject, however, to the terms of the Declaration and the right of the Association to:

- (a) Promulgate Rules and Regulations governing such use and enjoyment.

(b) Suspend the use and enjoyment of all or any portion of the Common Property as provided in Section 2.05 of this Article II: and

(c) Transfer, grant or obtain easements, licenses or other property rights with respect to the Common Property as provided in Section 6.01 of Article VI hereof.

**2.05 Suspension of Rights.** Membership and voting rights and use of the Recreation Facilities by a Member or his or her tenants or other occupants may be suspended by the Board for any period during which any assessment against the Unit to which his or her membership is appurtenant remains unpaid. However, upon payment of any such assessments, together with any interest and other costs accrued thereon, by cash, money order or certified check, his or her rights and privileges shall be immediately and automatically restored. Membership, voting rights and use of Common Property by a Member or his or her tenants or other occupants may also be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation of the Governing Documents; however, if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Board until such Member is afforded an opportunity for a hearing before the Board.

**2.06 Contribution to Capital.** To the extent required by Section 5.09 of the Declaration, each Member shall pay to the Association upon acquisition of title to his or her Unit a nonrefundable and nontransferable contribution to the working capital of the Association in an amount equal to \$500.00, but in no case less than 16th of the annual assessments against his or her Unit. To the extent permitted by Section 5.09 of the Declaration, the Board, by resolution approved by a Majority Vote of the Members, may alter the amount of the required contribution to working capital.

**2.07 Member in Good Standing.** A Member shall be deemed to be in good standing and entitled to vote in person or by proxy or in any ballot by mail, only if he or she shall have satisfied the requirements of Section 2.03 hereof, he or she shall have fully paid all installments due for assessments made or levied against him or her and his or her Unit by the Board together with all interest, costs, fees for legal counsel, penalties and other expenses, if any, charged to him or her and to his or her Unit, and he or she shall not be in violation of the Governing Documents after having received notification from the Board that a violation exists. For purposes of this Section 2.07, if payment of any amounts described hereunder is tendered by personal check, the Association must have received confirmation that such personal check has cleared before such Owner will be credited with payment thereof.

**2.08 Voting Rights.** One (1) vote in matters of the Association shall be allocated to each Unit. Each vote shall be of equal weight. The Member(s) who hold record title to a Unit shall be entitled to cast the vote allocated to such Unit. When more than one Owner holds record title to a Unit, the vote for such Unit shall be exercised as the Co-Owners themselves determine. When one or more Co-Owners signs a proxy of purports to vote for his or her Co-Owners, such vote shall be counted and binding on all Co-Owners unless one or more of such Co-Owners is present and objects to such vote, or if not present, submits a proxy or objects by written statement delivered to the Secretary of the Association before the vote is counted. If Co-Owners disagree as to the vote, the vote shall be split equally among the Co-Owners. The Declarant and each Lot Developer shall have one (1) vote for each Unit owned by it.

**2.09 Proxies.** Proxy ballots shall be permitted with respect to all matters properly to be voted upon by the Members. All proxies shall be in writing, signed by the Member or by his or her duly authorized representative, and delivered to the Secretary of the Association at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked by the person who has issued the proxy at anytime prior to the opening of the polls and shall be void immediately when the person who has issued the proxy shall cease to be an Owner of a unit. No proxy shall be voted after eleven (11) months from the date of its execution unless the proxy provides for a longer period, which in no event shall exceed three (3) years from the date of its execution. All proxies shall be substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid, which determination shall be made in the sole and absolute discretion of the Board or the judges of the election with respect to any election.

## ARTICLE III

### Meetings of Members

**3.01 Place of Meeting.** All meetings of Members shall be held at such place reasonably convenient to the Members as may be designated by the Board. All meetings of the Association which are required by law to be open to all Unit Owners, if any, shall be held at a location within the Common Property or, if there is not suitable meeting room within the Common Property, at a suitable meeting room elsewhere within Mantua Township.

**3.02 Annual Meetings.** All annual meetings of Members shall be held on a date to be established by the Board, except that the first such annual meeting shall be held in accordance with Section 3.04 of the Declaration. At each annual meeting, the Members may vote on questions as set forth in Section 3.07 hereof and transact other business of the Association. At each annual meeting subsequent to the transition elections held in accordance with Section 3.04 of the Declaration, the election of Trustees shall take place. If the election of Trustees shall not be held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the Unit Owners may elect the Trustees and, provided the required quorum of Members is present, transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting unless revoked as herein provided, and new proxies may be received for any such subsequent meetings.

**3.03 Special Meetings.** After the first annual meeting, special meetings of Members may be called by the President whenever he deems such a meeting advisable, and shall be called by the Secretary upon the order of the Board or upon the written request of not less than ten percent (10%) of all Members in Good Standing. Such request shall state the purposes of such meeting and the matters proposed to be acted upon. Unless requested by at least fifty percent (50%) of all Members in Good Standing, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of Members held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

**3.04 Notice of Meeting.** Except as otherwise provided by law or by the Declaration, the Board shall serve notice of each meeting of Members, whether annual or special, to each Member not less than fifteen (15) days nor more than sixty (60) days before the date on which the meeting is to be held. Every such notice shall state the time, place and purposes of the meeting. Notice of any meeting of Members shall not be required to have been sent to any Member who shall attend such meeting in person or by proxy. Notice of any subsequent meeting of the Members shall not be required to be given unless the time and place of the subsequent meeting is not announced at the meeting adjourned. Except where otherwise expressly required by these ByLaws or by law, no publication of any notice of a meeting of Members shall be required.

**3.05 Quorum and Adjourned Meetings.** At any annual or special meeting of Members, the presence of Members (including the Declarant or its representatives) in Good Standing and owning thirty percent (30%) of the total number of Units then a part of the Property, whether present in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. No business may be transacted and no vote on questions shall be effective unless the required quorum of Members is present at such meeting. In the absence of a quorum, the Members present in person or by proxy and entitled to vote, may, by majority vote to adjourn the meeting from time to time until a quorum shall be present in person or by proxy. At any such subsequent meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called. Notwithstanding the foregoing, at any annual or special meeting of the Members called for the purpose of electing Trustees, elections may be held and the vote shall be valid whether or not the required quorum of Members is present. However, no vote to remove a Trustee shall be effective unless taken at a meeting of the Members at which the required quorum is present.

**3.06 Organization.** At each meeting of the Association, the President, or in his or her absence, the Vice president, or in the absence of both of them, a person chosen by a majority of the remaining Trustees shall act as a chairperson, and the Secretary, or in his or her absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

**3.07 Voting on Questions.** Only Members in Good Standing shall be entitled to elect Trustees and vote on questions. A Majority Vote of the Members shall be sufficient on those questions submitted to a vote of the Members except where otherwise required by law or where the Governing Documents expressly set forth a different requirement. The vote on any question need not be taken by ballot unless the chairperson of the meeting determines a ballot to be advisable, or a majority of the votes present at the meeting determine that the vote on the question submitted shall be taken by ballot.

**3.08 Ballot by Mail.** The Board, in lieu of calling a membership meeting, may submit any question to a vote of the Members by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Member submitting the ballot has been verified on the ballot by a Notary Public. The Board shall appoint judges as provided in Section 3.09 to tabulate the ballots and prepare a report to be included in the minute book. In order to conduct a ballot by mail for a question submitted to a vote of the Members, the Board shall serve notice upon all Members which shall state with specificity in terms of motions or the questions upon which the vote is to be taken; state the date by which ballots must be received in order to be counted; provide an official ballot for the purposes of the vote; and state the date upon which the action contemplated by the motions or questions shall be taken unless a majority of all Members in Good Standing submit ballots disapproving such action. Ballots cast by any Members who are not in good standing as of the last date such ballots are to be returned shall not be counted.

**3.09 Judges.** If at any meeting of the Members a vote by ballot shall be taken, the chairperson of such meetings shall appoint two persons to act as judges with respect to the ballots. Each judge so appointed shall first subscribe an oath to execute faithfully the duties of a judge with strict impartiality and according to the best of his or her ability. Such judges shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the question. Reports of judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. Judges need not be Members of the Association, and any Officer or Trustee of the Association may be a judge on any question other than a vote for or against any question in which he may be directly interested.

**3.10 Order of Business.** The order of business at the annual meeting of Members or at any special meeting insofar as practicable shall be:

- Calling of the roll and certifying the proxies.
- Proof of notice of meeting and waiver of notice.
- Reading and disposal of any unapproved minutes.
- Appointment of judges, if appropriate
- Receiving reports of Officers.
- Receiving reports of committees.
- Old business.
- New business.
- Adjournment.

## ARTICLE IV

### Board of Trustees

**4.01 Number of Trustees.** The number of Trustees and the timing and manner of their election until the annual meeting of the Association following the First annual meeting shall be as set forth in the Declaration and as provided in Section 4.03 hereof.

**4.02 Qualification.** Trustees elected by Members shall be Members in good standing as defined in Section 2.07. Any Trustee, other than the Declarant, who conveys title to his or her Unit is automatically disqualified as a trustee effective on the date of said conveyance.

**4.03 Election and Term of Office.** Election of Trustees shall be in accordance with Article III of the Declaration. Except as otherwise provided in the Declaration, the Trustees appointed by only the Declarant shall serve terms which are at the discretion of the Declarant.

**4.04 Removal of Trustees.** Any one or more of the Trustees elected by Unit Owners may be removed by the Unit Owners entitled to elect such Trustee, with or without cause, at any regular annual meeting or special meeting of the Association by a majority vote of the Members entitled to elect such Trustee, whether present in person or by proxy, and entitled to vote thereat, provided that the notice of the meeting expressly includes such item of business on the agenda. In such event, a successor may then and there or thereafter be elected to fill the vacancy thus created. Any trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting. Such provisions shall not apply to any Trustee appointed only by the Declarant, and the Trustees appointed by only the Declarant may be removed only by the Declarant, in its absolute discretion, at any time, with or without cause. The Declarant shall appoint a successor to fill a vacancy created by it.

**4.05 Resignation.** Any Trustee may resign by written notice to the Association. The resignation shall be effective upon receipt thereof by the Association or at a subsequent time as shall be specified in the notice of resignation.

**4.06 Vacancies.** Except as otherwise provided in Section 4.04, vacancies on the Board caused by any reason shall be filled by a vote of a majority of the remaining Trustees at a special meeting of the Board promptly called for that purpose after the occurrence of such vacancy, even though the Trustees present at such meeting may constitute less than a quorum. The Trustee appointed by the remaining Trustees to fill such vacancy shall serve until such time as the Members entitled to elect such Trustee appoint his or her successor. Immediately upon a vacancy, a special meeting of the Members shall be called, the purpose of which shall be described in such notice, and election of the new Trustee to fill the vacancy shall be in accordance with Section 4.03 hereof. Such Trustee shall serve for the balance of the term of the Trustee replaced. Notwithstanding any provisions to the contrary, the Declarant shall appoint a new Trustee to any vacancy, caused by any reason, for any Trustee which only the Declarant is entitled to appoint.

## ARTICLE V

### Transaction of Business by the Board of Trustees

**5.01 Express and Implied Powers and Duties: Delegation.** The property, affairs and business of the Association shall be managed by the Board, which shall have all those powers granted to it by the Governing Documents. All of these aforesaid powers and duties are hereby irrevocably delegated to the Board, except as otherwise maybe expressly provided to the contrary.

**5.02 Declarant's Protective Provisions.** As long as he Declarant owns at least one (1) Unit in the Property for sale in the ordinary course of business, the following shall apply:

a Neither the Association nor its Board shall affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units or the assessment of the Declarant or capital improvements.

b The Association and its Board shall continue the same level of maintenance, operation, and services as provided immediately prior to the assumption of control of the Association and the Board by Members other than the Declarant.

c As provided in Section 3.06 of the Declaration, the Declarant shall have the right to veto any and all actions of the Association or the Board which may have ant direct or indirect detrimental impact upon the Declarant as may be determined in the sole, reasonable discretion of the Declarant.

d The Declarant shall exercise its veto right, in its sole and absolute discretion, within ten (10) days after its receipt of notice that a resolution or other action is proposed or has been taken by the Association or the Board. In such event, the Declarant shall notify the Secretary of the Association of its exercise of its veto right, and any such proposal or action shall be deemed null and void ab initio and of no further force and effect.

**5.03 Meeting of the Board: Notices; Waiver of Notice.** The first meeting of the Board elected in accordance with Section 4.03 of the Declaration shall be held on such date, time and place as determined by the Owners at the meeting at which the Board is elected, and no notice of such meeting shall be necessary unless otherwise required by law. However, the date time and place of such meeting may be changed by agreement of a

majority of the Board provided that notice of such change is given to all Board members at least three (3) days prior to the rescheduled meeting date and to all Members as required by law and further provided that the first meeting of the Board shall be held within thirty (30) days after the first annual meeting of the Owners. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Trustee by telephone, mail, telegram or in person at least three (3) days prior to the date of the meeting. Special meetings of the Board may be called by the President on three (3) days notice to each Trustee given by telephone, mail, telegram or in person which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner and on like notice upon the written request of at least three (3) Trustees. Any Trustee may at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Trustees at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all Trustees are present at any meeting of the Board no notice shall be required and any business may be transacted at such meeting. Meetings of the Board or portions of such meetings may be open to Members or other persons for observation or participation in such manner and to the extent required by law or as the Board may deem appropriate.

**5.04 Quorum and Adjourned Meetings.** At all meetings of the Board, a majority of Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of Trustees present and voting at a meeting at which a quorum is present shall be necessary for valid action by the Board on any matter. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

**5.05 Joinder in Meetings by Approval of Minutes.** Unless prohibited by law, the transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as if transacted at a meeting duly held after regular call and notice if a quorum is present, and either before or after the meeting, each Trustee signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution to act adopted at such meeting. All such waivers, consents or approvals shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

**5.06 Non-Waiver.** All rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

**5.07 Consent in Lieu of Meeting and Vote.** Anything to the contrary in these Bylaws or any the other Governing Documents notwithstanding, and to the extent not prohibited by law, the entire Board shall have the power to take action on any matter on which it is authorized to act without the necessity of a formal meeting and vote if the entire Board, or all Trustees empowered at act, whichever the case may be, shall consent in writing to such action.

**5.08 Open Meetings of the Board.** All meetings of the Board, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all Members.

Restrictions upon Open Meetings. Despite above, the Board may exclude or restrict attendance at those meetings or portions or meetings dealing with any of the following:

1. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
2. any pending or anticipated litigation or contract negotiations;
3. any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; or
4. any matter involving the employment, promotion, discipline or dismissal of a specific employee of the Association.

Minutes at Open Meetings. At each meeting required to be open to all Members, reasonably comprehensive minutes of the proceedings shall be taken showing the time and place, the Trustees present, the subjects considered, the actions taken, and any other information required to be shown in the minutes by these Bylaws. Copies of such minutes shall be made available to all Members before the next open meeting of the Board and, in any case, within thirty (30) days of the conclusion of the open meeting.

**5.09 Notice Requirements for Open Meetings.**

Adequate notice of any open meeting shall be given to all Unit Owners.

Adequate Notice, Adequate notice means written advance notice of at least 48 hours, giving the date, time, location of any regular, special, or rescheduled meeting of the Board of Trustees. Such notice shall accurately state whether formal action may or may not be taken. This notice shall be:

1. prominently posted in at least one place within the Common Property reserved for such or similar announcements if such a place exists; and
2. filed with the Secretary of the Association.

**5.10 Emergency Meetings.** In the event that a meeting of the Board is required to deal with such matters of urgency and importance that delay in providing 48 hours advance notice would result in substantial harm to the interests of the Association, notice shall be deemed adequate if it is provided as soon as possible following the calling of the meeting.

**ARTICLE VI**

**Powers and Duties of Board if Trustees**

**6.01 General Powers and Privileges.** The Board shall have all those powers granted to it or necessarily implied by law or by the Governing Documents including but not limited to the following:

To employ, by contract or otherwise, a managing agent or an independent contractor to oversee, supervise and carry out the responsibilities of the Board. Said managing agent or independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and

To employ any person, firm or corporation to repair, maintain or renovate the Common Property; to lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls or various sorts on the Common Property as set forth in the Declaration; and

To employ professional counsel and obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and

To employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television for the Common Property; and

To employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder: and

To adopt, amend and publish Rules and Regulations covering the details of the operation and use the Common Property, including provisions regulating pet control; and

To arrange for security protection as necessary; and

To borrow and repay monies, giving notes, mortgages, or other security upon such term or terms as it deems necessary; and

To invest and reinvest monies, sue and to be sued; collect interest dividends, and capital gains;

2. Within sixty (60) days after the earlier to occur of the initial sale and conveyance of seventy-five percent (75%) of the Units to Owners other than the Declarant and any Lot Developer, or five (5) years after the initial conveyance of the first Unit to an Owner other than the Declarant and any Lot Developer (and provided the Owners, by Majority Vote of the Members, agree to accept control at such five (5) year mark, all Owners shall be notified and instructed to attend a special meeting of the Association at which time the Owners other than the Declarant shall be entitled to elect all Trustees. When all Trustees are to be appointed by the Owners, the Board shall consist of three (3) Trustees.

3. Notwithstanding the Owners' right to elect the full membership of the Board as provided above in Section 3.04, the Declarant shall have the right to appoint one (1) Trustee for so long as the Declarant holds title to a Unit for sale in the ordinary course of business. To accommodate the Declarant's right to appoint a Trustee as described in this Section the Trustee position to be held by the Trustee-elect receiving the least number of votes (the "Third Trustee") shall be reserved for the Trustee to be appointed by the Declarant under the terms of this Section 3.04, which position shall be determined in the following manner. Once the Owners have elected the full Board, the Third Trustee shall temporarily vacate his or her position in favor of the Trustee to be appointed by the Declarant. However, the Third Trustee shall remain as the Trustee elected by the Owners and shall be entitled to attend and participate in Board meetings, but until the Declarant's right to appoint a Trustee has terminated, he or she shall not be entitled to bind the Board or the Association in any contract or other matter or to vote in any Board matters, and his or her vote shall not be counted. As of the date immediately following the date title to the final Unit owned by the Declarant is transferred to an initial purchaser other than a Lot Developer, the Declarant's Trustee immediately shall be removed, and Third Trustee shall resume the role of Trustee with full power and authority granted to the Trustees hereunder.

4. In the event there shall be a vacancy during the tenure of any of the Trustees elected by the Unit Owners other than the Declarant and any Lot Developer, the Third Trustee (if any then exists) shall be automatically appointed to fill such vacancy for the balance of the term of the departing Trustee (and not the balance of the term or the original Trustee whose position he or she filled. If, however, the Third Trustee is already serving at the time such vacancy occurs, then a trustee to fill the vacant position shall be elected by the Owners at a special meeting for such purpose held not later than thirty (30) days after such vacancy occurs.

For purposes herein, the calculation of percentages is to be based on the aggregate number of units constructed or to be constructed and included in Mantua Farm. The aggregate number of Units to be constructed shall be deemed to be 32. This number automatically shall be reduced to any lesser number of Units which are actually permitted by government approvals to be constructed on the lands subjected to this Declaration.

In the event the number of Trustees is changed by amendment to this Declaration, the number of Trustees elected by Owners other than Declarant shall be adjusted to reflect the same percentage representation on the Board as existed prior to such adjustment. This requirement shall not be amended without the written consent of the Declarant.

The voting procedures for election of trustees by Owners other than the Declarant shall be as set forth in the Bylaws.

Notwithstanding any provision of the Bylaws to the contrary, whenever notice to Unit Owners is required hereunder, such notice shall be given by the Board as provided in the Bylaws, and, if the Board shall fail to send such notice when required hereunder, the meeting may be called and the notice given by any Owner.

**3.05 Duties and Responsibilities.** The Association, through the Board, shall discharge all duties which are expressly described or which may be fairly implied from this Declaration or any other Governing Documents, or applicable law. The Board shall discharge such duties in a manner that protects and furthers the health, safety and general welfare of the residents of the Property. The Association shall have the affirmative and perpetual duty and obligation to provide for the maintenance, management, preservation, administration and operation of all Common Property in accordance with the terms of this Declaration and the other Governing Documents.

**3.06 Declarant's Control.** Notwithstanding anything to the contrary contained herein, the Declarant shall have the right, but not the duty, to appoint Officers and Trustees of the Association, and to control the business of the Association subject to the procedures and time periods for transition of control from the Declarant to Owners

exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes: compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and

To transfer, grant or obtain easements, licenses and other property rights with respect to the Common Property in a manner not inconsistent with the rights of Members; and

To bring and defend actions by or against the Association or one or more Members which are pertinent to the health, safety or general welfare of the Members, the Common Property, or any other legal action which the Trustees may authorize in accordance with these Bylaws; and

To appoint an insurance trustee who shall discharge his or her duties in accordance with these Bylaws. In the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and

To create, appoint Members to, and disband such committees as from time to time shall be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers; and

To impose upon each Member the requirement of working capital contributions as set forth in Article II, Section 2.06 hereof; and

To enter into agreements or other contracts for management and maintenance of all or any portion of the Common Property; and

To undertake such other lawful acts as are necessary or appropriate in furtherance of the exercise of the Board's rights and duties under the Governing Documents' and

To levy fines and penalties in the manner contemplated by the Declaration against any Member for violation of the provisions of the Governing Documents.

**6.02 Duties and Responsibilities.** It shall be the affirmative and perpetual obligation and duty of the Board to perform the following:

To cause the Common Property to be maintained in accordance with the standards set forth in the Declaration and the other Governing Documents, as the Board may deem appropriate. All repairs and replacements shall be substantially similar to the original application and installation; and

To investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain and operate the Common Property and exercise its other powers and duties as contemplated by the Governing Documents. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and

To cause to be kept a complete record of all acts and corporate affairs undertaken by the Board and to present a summary report thereof to Members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) days in advance by Members representing at least fifty percent (50%) of the total votes of the Association, or to make available during regular business hours the complete records of the Association to any Member, when requested in writing by such Member at least twentyone (21) days in advance; and

To allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Property in accordance with the provisions of the Governing Documents after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

To take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Common Property which are placed thereon by any federal, state, county or municipal authority having jurisdiction thereof, or order of the Board of Fire Underwriters or other similar bodies; and

To manage the fiscal affairs of the Association as provided herein in Article VII; and

To place and keep in force all insurance coverage required to be maintained by the Association.

**6.03 Contracts.** The Board, except to the extent otherwise provided by law or by the Governing Documents, may authorize any Officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to a specific instance; however, unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it pecuniarily liable for any purpose or for any amount.

**6.04 Transfer to Government Agency.** The Board may dedicate roads, walkways, or other portions of the Common Property of a nature typically administered by Government Agencies or municipalities in the event the Board determines such action is appropriate to maximize government services to Unit Owners. Notwithstanding any provision hereof to the contrary, consent of Unit Owners or Permitted Mortgage Holders or any other party shall not be required.

## ARTICLE VII

### Fiscal Management

**7.01 Collection of Assessments.** The Board shall have the duty to collect from each Member, his or her heirs, administrators, successors and assigns, all assessments charged against such Member as provided the Governing Documents and in accordance with applicable law.

**7.02 Determination of Common Expense.** The amount of money for Common Expenses deemed necessary by the Board and the manner of expenditure and allocation thereof shall be a matter for the sole discretion of the Board.

**7.03 Additional Services.** The Board may furnish, but shall not have the obligation to do so, additional programs and services, and charge an assessment to the Members receiving the benefit of such services for the cost thereof, if such additional programs and services shall have been duly authorized by the Association. Notwithstanding such authorization, the Board shall have the discretion not to implement such additional programs and services.

**7.04 Disbursements.** The Board shall take and hold the funds as collected and shall disburse the same for the purpose and in the manner set forth in the Governing Documents and as required by applicable law.

**7.05 Depositories.** The depository of the Association shall be such financial institutions (the deposits of which are insured to the extent of the deposits of the Association therein) as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Association for payment of the obligations of the Association, if the proper fidelity bond has been furnished to the Association.

**7.06 Accounts.** The receipts and expenditures of the Association shall be Annual Common Expense Assessments and Common Expenses respectively and shall be credited and charged to accounts under the following classifications as the Board shall deem appropriate:

Current expenses, which shall include all expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses shall not include expenditures chargeable to reserves. At the end of each year, the unexpended amount remaining in this account applicable to a particular budget shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the current Members in the same manner as assessed, as the Board, in its sole discretion, shall determine;

Reserve for deferred maintenance, which shall include funds or maintenance items that occur less frequently than annually;

Reserve for replacement, which shall include funds for repair or replacement of the Common Property and those portions of the Common Property for which repair or replacement is required because of damage, depreciation, or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items;

Reserve for capital improvements, which shall include funds to be used for capital expenditures or for the acquisition of additional personal property that will be part of the Common Property;

Operations, which shall include all funds from the use of the Common Property or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the succeeding year, or at the discretion of the Board, distributed to the current Members in the same manner as assessed. Losses from operations or otherwise shall be met by Special Assessments against Members, which assessments may be made in advance in order to provide a working fund; and

Working capital, consisting of those nonrefundable and nontransferable contributions assessed upon each Member upon acquisition of title to a Unit, which may be utilized by the Board in its reasonable discretion to meet unanticipated or other expenses of the Association (but not in order to reduce the Annual Common Expense Assessment).

The Board shall not be required to physically segregate the funds held in the above accounts except for reserves for replacement and the repair of the Common Property, which funds must be maintained in separate accounts. The Board, in its sole discretion, may maintain the remaining funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the records of the Association.

**7.07 Reserves.** The Board shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements (including replacements for any leasehold improvements for which the Association is obligated to maintain), emergencies, contingencies of bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of the annual budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Members as a capital contribution and which is allocable to reserves for the Common Property. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts or certificates of deposit in depositories authorized by Section 7.05 hereof and shall not be utilized for any purpose other than that which was contemplated at the time of assessment. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking account, or petty cash account for the necessary discharge of its functions.

**7.08 Notice of Unit Assessment.** Each year, the Board shall give written notice to each Member and to any Eligible Mortgage Holder of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing budget period. If the Annual Common Expense Assessment is not made as required, an Annual Common Expense Assessment shall be presumed to have been made in the amount of the last assessment for the prior year, increased by ten percent (10%); and monthly installments on such assessment shall be due upon each installment payment date of the prior year assessments until changed by an amended assessment. However, for so long as the Declarant controls the Board, it shall cause a budget to be prepared on which the Annual Common Expense Assessment for each fiscal year of the Association shall be determined. Failure by the Board to provide the notice required hereunder shall not excuse any Member from its obligations to pay the annual Common Expense Assessment assessed against such Member.

In the event that the Annual Common Expense assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, and nothing herein shall serve to prohibit or prevent the Board from imposing an Emergency Assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

**7.09 Acceleration of Assessment Installment Upon Default.** If a Member shall be in default in the payment of an installment of any type of assessment, the Board may notify the delinquent Member that the

remaining installments of such assessment shall be accelerated if the delinquent installment has not been paid within ten (10) days after the mailing of such notice to the Member. If notice is given and the default shall not have been cured within such ten (10) day period, then the Board shall have the right (but not the obligation) to accelerate the remaining installments of such assessment and record a lien for the accelerated amount. The Board shall notify such Member and any Eligible Unit Mortgage Holder with respect to such Unit that a lien for the accelerated amount has been recorded (but failure to give such notice shall not invalidate the lien). The Board may also notify any holder of a Unit Mortgage encumbering such Unit and may also publish appropriate notice of such delinquency to the membership of the Association. If the accelerated balance continues unpaid for a period of ninety (90) days from the initial notice of default, then the Board may foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect the delinquent assessment, but the Board shall not be obligated to do so.

**7.10 Late Fees, Interest and Counsel Fees.** The Board, at its option, shall have the right in connection with the collection of any assessment or other charge to impose interest and a late fee if the required payment is not made when due; provided, however, that a late fee may not, without a written resolution of the Board, exceed Fifteen Dollars (\$15.00) or be charged to the Member unless the required payment is not made within ten (10) days after the due date for such payment. Interest on the delinquent payment may be charged by the Board from the due date at a rate up to four percent (4%) above the prime rate published in The Wall Street Journal at the time such interest is to be charged, or at a comparable rate as determined by the Board in its reasonable discretion. In the event the Board shall effectuate collection of said assessments or charges by resort to legal counsel and/or the filing of a lien, the Board may add to the aforesaid assessments or charges a sum equal to reasonable fees for legal counsel incurred in the collection of the amount due, plus the costs for the preparation, filing and discharge of the lien, and such other costs as may be allowable by law.

**7.11 Assessment of Expenses In Actions by Association; Allocation of Awards.**

(a) Except as may otherwise be provided in the Governing Documents, in the case of any action or proceeding defended by the Association or the Board or brought by the Association or the Board pursuant to the provisions of these Bylaws, the costs and expenses of preparation and litigation, including fees for legal counsel, shall be a Common Expense allocated to all Members.

(b) Any judgments recovered by the Association in any action or proceeding brought hereunder, including costs penalties or damages, shall be deemed a special fund to be applied to:

The payment of unpaid litigation expenses;  
Refunding to Members the cost and expenses of litigation advanced by them;  
Common Expenses, if the recovery thereof was the purpose of the litigation;  
Repair or reconstruction of the Common Property, if recovery of damages to same was the purpose for the litigation; and

Any amount not applied to the aforementioned above shall be applied at the discretion of the Board as either a common surplus which shall be allocated and distributed pursuant to the provisions of Article V of the Declaration; or a set off against the Annual Common Expense Assessments generally.

Notwithstanding the foregoing, if any Member, the Board or any other person or legal entity affected by any such distribution shall assert that the damages sustained or the diminution in value suffered by such Member was disproportionate to his or her percentage of common interest, the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth in Article XV hereof.

(c) All Common Expenses received and to be received by the Board for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds shall constitute trust funds, and the same shall be expended first for such purpose obtained before expending any part for any other purpose.

(d) In the event that any Member succeeds in obtaining a judgment or order against the Association or the Board, then, in addition to any other sums to which said Member would otherwise be entitled by such judgment or order, he shall also be entitled to the restitution or recovery of any sums paid to the Board as assessments for litigation expenses in relation to said action or proceeding,

**7.12 Power of Attorney to Unit Mortgage Holder.** In the event the Board shall not cause the enforcement procedures provided in Sections 7.09 and 7.10 to be implemented within the time provided, any holder of a Unit Mortgage for any Unit as to which there shall be such unpaid assessments or charges is hereby granted an irrevocable power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

**7.13 Annual Audit.** The Board shall have an annual audit of the Associations funds (including the operating budget and reserve accounts) prepared by an independent certified public accountant who shall audit the same and render a written report thereon in summary form. The Board shall provide a copy of such audit to any Member of Permitted Mortgage Holder who requests a copy of same by written notice to the Association. While the Declarant maintains a majority of representation on the Board, it shall have such annual audit of Association funds (including the operating budget and reserve accounts) prepared by an independent certified public accountant and a copy of such report, in summary form, delivered to each Owner within ninety (90) days of the expiration of the fiscal year of the Association. The costs associated with the preparation and distribution of such audit shall be borne by the Association and charged to Members as part of the Common Expenses.

**7.14 Examination of Books.** Each Member shall be permitted to examine the books of account of the Board by appointment at a reasonable time on business days; provided, however, that the Treasurer has been given at least ten (10) days prior written notice of the Member's desire to make such examination.

**7.15 Fidelity Bonds.** Fidelity bonds shall be required by the Board from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board in accordance with the Declaration. The premiums on such bonds shall be paid by the association except as otherwise required by the Declaration.

## ARTICLE VIII

### Officers

**8.01 Designation.** The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Any two (2) offices, except that of President and Vice President, may be held by one person.

**8.02 Term and Election of Officers.** The Officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Association, and shall hold office until their respective successors have been duly elected and qualified, unless any shall sooner resign or be removed or otherwise disqualified to serve.

**8.03 Removal of Officers.** Upon an affirmative vote of a majority of the full number of Trustees, any Officer may be removed either with or without cause, after opportunity for a hearing before the Board, and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

**8.04 Resignation.** Any officer may resign by written notice to the Association. The resignation shall be effective upon receipt thereof by the Association or at a subsequent time as shall be specified in the notice of resignation.

**8.05 Vacancies.** A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

**8.06 Duties and Responsibilities of Officers.**

**President:** The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an association.

**Vice President:** the Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act, If neither the President nor the Vice President is able to act, the Board shall appoint another Trustee to do so on an interim basis. The Vice President shall also perform

such other duties as shall from time to time be imposed upon him by the Board.

**Secretary:** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of the Secretary.

**Treasurer:** The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

**8.07 Other Duties and Powers.** The Officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

**8.08 Eligibility of Trustees.** Nothing contained herein shall prohibit a Trustee from being an officer.

## ARTICLE IX

### Committees

#### **9.01 Architectural Design Review Committee.**

**Appointment.** In the event a majority of the full number of Trustees shall agree, the Board shall establish a committee to serve as the Architectural Design Review Committee in accordance with Article XV of the Declaration. The initial Reviewers to serve on the Architectural Design Review Committee shall be appointed by the Board such that one Reviewer shall serve for a one-year term, one Reviewer shall serve for a two-year term and one Reviewer shall serve for a three-year term. Each successor to any Reviewer appointed at the end of the terms of a Reviewer shall serve for a two-year term. Each Reviewer shall be subject to removal by the Board at any time, with or without cause, and, upon removal or any other vacancy, the Board may serve as such Reviewer or may select a replacement to serve as such Reviewer for the balance of the departing Reviewers term.

**Powers and Duties.** If established, the Architectural Design Review Committee shall be responsible for reviewing and approving or disapproving any and all plans for any construction or other activity which falls within the scope of Article XV of the Declaration, and to the extent permitted under the Declaration or by Board resolution not inconsistent therewith, to adopt reasonable architectural controls and design criteria. When requested by an owner, the Architectural Design Review Committee shall provide interpretations of the architectural controls and design criteria in place.

The Architectural Design Review Committee shall also have the power to fine members found in violation of Article XV and to issue cease and desist orders to any Unit owner, his or her tenants or other occupants of his or her Unit whose actions are inconsistent with the provisions of the Governing Documents as same relate to matters which fall within the scope of Article XV. Notwithstanding the foregoing, no action may be taken by the Architectural Design Review Committee without giving the Unit Owner involved at least ten (10) days prior written notice and affording the Unit Owner the opportunity to be heard before the Architectural Design Review Committee with respect to the violation(s) asserted.

**Board Control.** The Board may relieve the Architectural Design Review Committee of any of its duties, powers and authority either generally or on a case-by-case basis by vote of a majority of the full Board. In addition, any action, ruling or decision of the Architectural Design Review Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party, and a vote of a majority of the full number of Trustees may modify or reverse any such action ruling or decision or allow variances therefrom as contemplated in the Declaration.

**9.02 Other Committees.** The Board may establish such other committees from time to time as it shall deem necessary or appropriate.

## ARTICLE X

### Compensation, Indemnification and Exculpability of Officers, Trustees and Committee Members

**10.01 Compensation.** No compensation shall be paid to the President or the Vice President or any Trustee or committee member for acting as such Officer or Trustee or committee member. The Secretary and/or Treasurer may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any Officer, Trustee or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association; provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

**10.02 Indemnification.** Each Trustee, Officer and committee member of the Association shall be indemnified by the Association against the actual amount of net loss, including counsel fees reasonably incurred by or imposed upon him in connection with any actions, suits or proceedings to which he may be a party by reason of, or arising directly or indirectly from, his or her being or having been a Trustee Officer, or committee member of the Association, except as to matters for which he ultimately shall be found to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct.

**10.03 Exculpability.** Unless acting in bad faith, neither the Board as a body nor any Trustee, Officer, or committee member shall be personally liable to any Unit Owner in any respect for action or lack of action arising out of the execution of his or her office. Each Unit Owner shall be bound by the good faith actions of the Board, Officers and committee members of the Association in the execution of their respective duties. Nothing contained herein shall be construed as to exculpate members of the Board appointed by the Declarant from discharging their fiduciary responsibilities.

**10.04 Common Property Tort Immunity.** The Association shall have the full rights and immunities conferred by N.J.S.A. 2A:62A-12 through 2A:62A-14, inclusive, as the same may be amended from time to time.

## ARTICLE XI

### Enforcement

**11.01 Enforcement.** The Board shall have all powers of enforcement granted to the Board under the Declaration and shall have the further power, at its sole option to enforce the terms of the Governing Documents, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost of any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court summary or otherwise, as may be provided by law.

**11.02 Fines.** The Board shall have the power to levy fines in a manner not inconsistent with the Declaration against any Member for violation of the provisions of the Governing Documents. Notwithstanding the foregoing, before any fine is imposed by the Board, the Member involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard before the Board with respect to the violation(s) asserted.

**11.03 Waiver.** No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

## ARTICLE XII

### Construction

**12.01 Conflict.** Anything to the contrary herein notwithstanding, if any provisions of these Bylaws conflict with or are in contradiction of the Declaration, the Certificate of Incorporation or with the requirements of any law, then the Declaration, the Certificate of Incorporation or the requirements of the law shall be deemed controlling.

**12.02 Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner their enforceability or affect the remaining provisions of the Bylaws.

**12.03 Gender.** The use of the masculine gender in these Bylaws shall be deemed to refer to both the masculine and the feminine gender, and the use of the singular shall be deemed to refer to the singular or plural, and vice versa, whenever the context so requires.

## ARTICLE XIII

### Amendments

Subject to the Declaration and except as otherwise provided herein, these Bylaws, or any of them, may be altered or repealed, or new Bylaws may be made, at any meeting of the Association duly held for such purpose and at which the required quorum is present, and previous to which written notice to Members of the exact language of the amendment or of the repeal shall have been sent. Any such action shall require an affirmative vote of fifty-one percent (51%) of all Members in Good Standing, such vote being exercised in person or by proxy at a meeting duly called for such purpose or by mail ballot as provided in Section 3.08 hereof, ~~except that the first annual meeting of the Unit Owners may not be advanced, the first Board (including replacements in case of vacancies) may not be enlarged or removed, the obligation or the proportionate responsibility for payment of Common Expenses with respect to the Common Property may not be changed by reason of any such new Bylaw, amendment or repeal, and no such new Bylaw, amendment or repeal shall in any way affect the Declarant, including any successor of the Declarant, unless the Declarant, or its successor, has given its prior written consent thereto.~~

## ARTICLE XIV

### Notice: Registration of Member Address

Any notice required to be sent to any Member of any Eligible Unit Mortgage Holder under the provisions of the Declaration or these Bylaws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular or certified mail with postage prepaid, addressed to such party who appears on the records of the Association at the time of such mailing and to the last address of such party as registered with the Association, Notice to one or two or more Co-owners of a Unit shall constitute notice to all Co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address to which notice is to be sent. Valid notice may also be given to Members by personal delivery to any occupant of the unit over 14 years of age, or by affixing said notice to or sliding the same under the front door of any Unit.

## ARTICLE XV

### Arbitration

Any arbitration provided for in these Bylaws shall be conducted before one (1) arbitrator in Gloucester County, New Jersey by the American Arbitration Association, in accordance with its rules then in effect, and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. All expenses of arbitration hereunder including the fees and expenses of counsel and experts shall be Common expenses.

## **ARTICLE XVI**

### **Distribution of assets Upon Dissolution**

Termination of the Association shall not permit the alienation of the Common Property; such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other entity that is devoted to similar purposes as the Association, including, without limitations, the Township of Mantua.

## **ARTICLE XVII**

### **Corporate Seal**

The Association shall have a seal in circular form having written within its circumference the words Mantua Woods Association, Inc.