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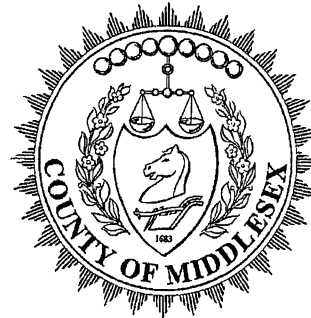
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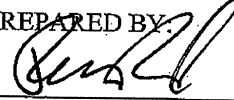
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PREPARED BY:



Ronald L. Perl

**AMENDED BYLAWS OF CLEARBROOK CONDOMINIUM ASSOCIATION NO. 4,
WOODLAND VILLAGE.**

THESE AMENDED BYLAWS, having been approved by a vote of the members on 12/09/14 in accordance with Article VII of the Bylaws, amend, replace and supersede the Bylaws of the CLEARBROOK CONDOMINIUM ASSOCIATION NO. 4, INC., located in the Township of Monroe, Middlesex County, New Jersey, which Bylaws were recorded in the Office of the Middlesex County Clerk on July 29, 1974 in Deed Book 2860, at Page 648 et. seq.

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AMENDED BY-LAWS

OF

CLEARBROOK CONDOMINIUM ASSOCIATION NO. 4

WOODLAND VILLAGE

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ARTICLE I

Nature of Amended By-Laws

Section 1. Name. The name of the corporation is Clearbrook Condominium Association No. 4, Woodland Village, hereinafter referred to as the "Association" or "Section 4," a nonprofit corporation organized under Title 15A of the New Jersey Statutes Annotated. It was established by the Articles of Incorporation filed with the office of the New Jersey Secretary of State in 1974.

Section 2. Purpose of the Association. The purpose of the Association is defined in its Articles of Incorporation. The Association is the governing body of Clearbrook Condominium Association No. 4, established under the laws of the State of New Jersey. It provides for the management, administration, utilization and maintenance of the Common and Limited Common Elements located in Clearbrook Condominium Association No. 4.

Section 3. Purpose of the Amended By-Laws. These Amended By-Laws are intended to govern the administration of Clearbrook Condominium Association No. 4. In the event of any inconsistency between the terms and conditions of the Master Deed and these Amended By-Laws, the Association's Unit Owners have agreed that the Amended By-Laws will govern.

Section 4. Definitions. For the purpose hereof, the following terms shall have the following meanings, unless the context in which same are utilized clearly indicate otherwise:

- (a) "Amended By-Laws" means these Amended By-Laws of Clearbrook Condominium Association No. 4.
- (b) "Annual Assessment" or "Annual Common Expense Assessment" means the total revenues projected to be collected from all Unit Owners pursuant to the budget adopted by the Board as set forth in Article IX of these Amended By-Laws and also means, as the context indicates, each Unit Owner's pro rata share of the budget.
- (c) "Architectural Review Committee" means a committee of residents appointed by the Clearbrook Community Association (CCA) who are charged with the responsibility of reviewing owners' applications for additions, alterations or improvements to a unit, as more fully described in Article XIII, Section 2, of these Amended By-Laws.
- (d) "Articles of Incorporation" means the Articles of Incorporation for Clearbrook Condominium Association No. 4, dated July 26, 1974.

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- (e) "Association" means Clearbrook Condominium Association No. 4, a New Jersey nonprofit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the Common Elements of the Condominium as provided in these Amended By-Laws.
 - (f) "Authorized votes" means 138 votes, representing one vote for each Unit in Section 4.
 - (g) "Board" means the Board of Directors of Section 4.
 - (h) "Capital Improvement" means the construction of a new improvement of a capital nature, but does not include the maintenance, repair, or replacement of any existing capital property. For purposes of determining whether any item of maintenance, repair, or replacement is of sufficiently different nature that the repair or replacement constitutes a Capital Improvement, the following rules shall apply: (i) where any upgrade or change in the method of construction or materials utilized in repairing or replacing existing capital property is required to comply with the then current building codes such upgrade or change will not constitute a Capital Improvement; and (ii) any upgrade or change not covered under sub-part (i) of this sentence will constitute a Capital Improvement if the cost of upgrading the materials or methods of construction would cost in excess of ten (10%) percent more than the cost of replacing or repairing existing capital property with materials of a quality similar to that used in the construction of the existing capital property.
 - (i) "CCA" means the Clearbrook Community Association.
 - (j) "CCA Board" means the Board of Directors of the CCA.
 - (k) "CCA By-Laws" means the By-Laws adopted by the Clearbrook Community Association, Inc. and attached as Exhibit "F" to the Master Deed, as amended on September 21, 2004 and recorded in the office of the Middlesex County Clerk on October 21, 2004 in Deed Book 5399 at Page 428.
 - (l) "Clearbrook Community" means the lands, buildings, amenities and other improvements contained within each of the 18 condominiums within Clearbrook; the 18 condominium associations within Clearbrook; all Unit Owners of condominium Units; the lands, buildings amenities and other improvements owned or managed by the CCA; and the CCA.
 - (m) "Common Elements" means "General Common Elements" and shall have the same meaning as "Common Elements" under N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Article 4 of the Master Deed, or the specific definitions set forth herein.

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- (n) **"Common Expenses"** means all those costs anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses including, but not limited to, operating and replacement reserve expenses incurred by the Condominium Association, or its respective Directors, officers, agents or employees, in the lawful performance of their respective duties.
- (o) **"Condominium"** means (i) the Property; (ii) all improvements now or hereinafter constructed in, upon, over or through the Property, whether or not shown on any exhibit to this Master Deed; (iii) all rights, roads, privileges belonging to or associated with the Property; (iv) any and all lands, premises, roads, interests, improvements, privileges which may be added to the Condominium from or on the premises described in Exhibits "A" through "D"; and (v) the entire entity created by the execution and recording of the Master Deed.
- (p) **"Condominium Association"** means Clearbrook Condominium Association No. 4, a New Jersey nonprofit corporation, its successors and assigns.
- (q) **"Delinquent Unit Owner"** has the meaning set forth in Article IX, Section 22 of these Amended By-Laws.
- (r) **"Eligible Mortgage Holder"** means any holder of a first mortgage encumbering any Unit who has requested, in writing, by certified mail, return receipt requested, notice of certain matters from the Condominium Association. The notice to the Association must state the name of the mortgage holder and the address to which notices are to be sent and shall identify the mortgaged Unit. All notices to an Eligible Mortgage Holder shall be effective upon mailing to the address provided by the mortgage holder, unless the address is modified by written notice given to the Association in the same manner as provided above.
- (s) **"Eligible Votes"** means the number of Units whose owners are in good standing, as defined in Article III, Section 5, of these Amended By-Laws.
- (t) **"General Common Elements"** has the same meaning as "common elements" pursuant to N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Paragraph 4 of the Master Deed. The New Jersey Condominium Act, specifically N.J.S.A. 46:8B-3(d) states that "common elements" means:
 - (i) the land described in the master deed;
 - (ii) as to any improvement, the foundations, structural and bearing parts, supports, main walls, roofs, basements, halls, corridors, lobbies, stairways, elevators, entrances, exits and other means of access, excluding any specifically reserved or limited to a particular unit or group of units;
 - (iii) yards, gardens, walkways, parking area and driveways, excluding any specifically reserved or limited to a particular unit or group of units;

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- (iv) portions of the land or any improvement or appurtenance reserved exclusively for the management, operation or maintenance of the common elements or of the condominium property;
 - (v) installations of all central services and utilities;
 - (vi) all apparatus and installations existing or intended for common use;
 - (vii) all other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the condominium property or normally in common use; and
 - (viii) such other elements and facilities as are designated in the master deed as common elements.
-
- (u) **"Governing Documents"** means the Master Deed, these Amended By-Laws, the Articles of Incorporation, any Rules and Regulations adopted by the Board, the CCA By-Laws, and any Rules and Regulations adopted by the CCA Board.
 - (v) **"Limited Common Elements"** has the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3(k), i.e., those common elements which are for the use of one or more specified units to the exclusion of other units.
 - (w) **"Master Deed"** means the Master Deed of the Association dated April 12, 1973 and recorded in the Office of the Middlesex County Clerk on July 26, 1974 in Deed Book 2860 at Page 648.
 - (x) **"Member"** means an Owner who has satisfied all of the prerequisites for membership as set forth in the Master Deed and these Amended By-Laws.
 - (y) **"Membership Fees"** are those fees set forth under Article IX, Section 16, which all owners must pay to the Association upon purchase of a Unit as a condition of membership in the Association. The Membership Fee is a one-time payment that is non-refundable and non-transferable, in an amount that is determined by the Board.
 - (z) **"Operating Account"** means the operating account of the Association, established and maintained for the purposes specifically set forth in Article IX, Section 13(a) of these Amended By-Laws.
 - (aa) **"Owner"** means any natural person, corporation, partnership, limited liability company, limited liability partnership, trust, or any other entity recognized by the State of New Jersey, which is authorized to hold record title to real property, and which appears as the record title owner of a condominium unit located within Section 4.
 - (bb) **"Property"** means the buildings, the land described in Exhibits "A" through "D" of the Master Deed and all improvements now or hereinafter constructed in, upon, over or through such lands.

- (cc) **"Quorum"** means, in connection with any Membership Meeting, thirty (30%) percent of the Eligible Votes unless otherwise required by the Articles of Incorporation, the Master Deed, or these Amended By-Laws. "Quorum" also means, specifically in connection with amendments to the Governing Documents, loans on behalf of the Association, and special meetings of the Association, fifty (50%) percent of the Eligible Votes.
- (dd) **"Replacement Reserve Fund"** means the account of the Association established and maintained for the accumulation of money to pay for the expenses specifically set forth in Article IX, Section 13(b) of these Amended By-Laws.
- (ee) **"Resident Owner"** means an Owner of a Unit who has actually resided in Section 4 for one hundred eighty-three (183) or more days during the immediately preceding twelve (12) month period.
- (ff) **"Resident Relative"** means a resident of a Unit that is owned by the resident's sibling, child, children or living family trust, or is owned by the Resident's Spouse's sibling, child, children or living family trust, who has resided in the Unit no less than one hundred eighty-three (183) days during the immediately preceding twelve (12) month period.
- (gg) **"Resident Spouse"** means the spouse of an Owner of a Unit who has actually resided in Section 4 for one hundred eighty-three (183) or more days during the immediately preceding twelve (12) month period. The term "Resident Spouse" will include a domestic partner provided the State of New Jersey has statutorily recognized the creation and termination of such relationships.
- (hh) **"Rules and Regulations"** means those rules and regulations set forth under Article XXII of these Amended By-Laws and those additional rules and regulations that may be lawfully adopted, amended and repealed by the Board in accordance with the powers granted to it under the Governing Documents or by law.
- (ii) **"Section 4"** means Clearbrook Condominium Association No. 4.
- (jj) **"Sponsor"** means Aaron Cross Construction Company, Inc., the developer of the Clearbrook Community.
- (kk) **"Unit"** means a part of the Condominium designated and intended for independent use as a residential dwelling, and shall not be deemed to mean any part of the Common Elements situated within or used in connection with a Unit, as more specifically described in Article 3.0 of the Master Deed.

- (ii) "Unit Owner" or "Owner" means one or more persons or entity having fee simple title to a Unit.

Unless the context indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be read in conjunction with those statutory definitions.

Section 5. Principal Office. As of the adoption of these Amended By-Laws on _____, 2006 the principal office of the Association is in the Clearbrook Clubhouse on Clearbrook Drive, Monroe Township, New Jersey, 08831, County of Middlesex, State of New Jersey. The principal address of the Association may be amended by recorded resolution of the Board, from time to time.

ARTICLE II

Applicability

Section 1. General. These Amended By-Laws, and all other Governing Documents, will apply to all current and future owners, occupants, tenants or other persons or entities claiming an interest in any Unit.

Section 2. Personal Application. All present and future owners, occupants, tenants, future tenants or their employees, or any other person that might use the Association's facilities in any manner, are subject to the terms of these Amended By-Laws. The acquisition, use, or rental of a Unit, or use of a Common Element or easement, by any person or entity, shall mandate compliance with these Amended By-Laws.

ARTICLE III

Membership And Associate Membership Voting Rights

Section 1. Members. Subject to the pre-conditions to membership set forth in this Section, every person, firm, Association, corporation or other legal entity who is a record owner, or co-owner of the fee simple 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 merely as a security for the performance of an obligation (including but not limited to mortgagees or Directors under deeds of trust) shall not be a Member of the Association. Prior to being entitled to the privileges and benefits of membership, each new Owner must pay the Membership Fees set forth in Article IX, Section 16 of these Amended By-Laws. Failure of a Unit Owner to qualify as a Member will not relieve the Unit Owner from payment of all fees assessed pursuant to the Governing Documents.

Section 2. Associate Members. Every person who is entitled to possession and occupancy of a Unit as a tenant or lessee of a Unit Owner may be an associate Member of the Association, including Resident Relatives and Resident Spouses with full voting rights.

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Section 3. Change of Membership. Change of membership shall be accomplished by recording in the Middlesex County Clerk's Office a deed or other instrument establishing a record title to a Unit, and delivery to the Secretary of the Association at the principal office of the Association of a certified copy of such instrument. The membership of the prior owner shall simultaneously terminate with the membership of a new Owner.

Section 4. Rights of Membership. Every person who is entitled to membership in the Association, pursuant to the provisions of the Articles of Incorporation and these Amended By-Laws, shall be privileged to use and enjoy the Common Elements subject to the terms and conditions of the Master Deed and these Amended By-Laws. No new Unit Owner will be entitled to the rights, entitlements and benefits of membership until he (or she) has paid the Membership Fees provided for in Article IX, Section 16.

Section 5. Good Standing; Suspension of Rights.

- (a) If any individual Member is not in good standing, as defined in this subparagraph, no vote may be cast with respect to any Unit in which that Member holds an ownership interest. A Member is in good standing if the Member is (i) not in default, breach or violation of the terms, conditions, restrictions or covenants contained in the Governing Documents as determined following the opportunity to have a hearing before the Grievance Committee, if any, or the Board, and (ii) not more than thirty (30) days late in the payment of any installment due for assessments made or levied against the Unit by the Association pursuant to the Master Deed or these Amended By-Laws, together with all interest and/or costs, attorney's fees, penalties, fines and other expenses chargeable to the Member, or the Member's Unit.
- (b) Any Member not in good standing seven days prior to a membership meeting, will not, in connection with any Unit in which such owner has a membership interest, be permitted to cast any vote in connection with any matter coming before the membership, nor be permitted to run for any elected office of the Association, nor will the Unit(s) owned by such a Member be counted towards the Eligible Votes.
- (c) A Member's rights, as set forth in subsection (b) above, will be reinstated eight (8) days following the restoration of the Member's good standing, provided, however, that in connection with any adjournment of a meeting in connection with which the Member was not in good standing, the Member will not have a right to vote or be counted as an Eligible Vote in connection with such adjourned meeting.

Section 6. Votes. Members shall be entitled to one vote for each Unit to which the Unit Owner holds title. When more than one person holds title, the vote for each Unit shall be exercised as the co-owners among themselves determine. Members will be allowed to cast

ballots anonymously by mail, provided that a procedure will be utilized to ensure that a ballot has been cast by a Member who is in good standing. A mailed ballot will constitute a proxy for purposes of determining a quorum in connection with a vote that is required to be conducted at a meeting of the Members. Any vote may, at the election of the Board, be cast electronically provided that (1) the Association is able to verify that the vote is cast by a Member eligible to vote, and (2) the ballot may be cast anonymously, or where that is not reasonably practical the selection indicated on any electronic ballot shall only be known to a person or persons appointed to count the ballots, which person or persons shall not be a member of the Board and who shall subscribe to an oath not to divulge the selection indicated by any Member casting an electronic ballot. If the anonymity of an electronic ballot cannot be guaranteed, electronic voting may be permitted, provided a Member is given the option of casting an anonymous written ballot. A Member voting by electronic means will be deemed present at a meeting at which a vote is to be conducted for the purpose of determining whether a quorum was obtained.

Section 7. Proxies. A written ballot shall, as provided in Section 6 of this Article, constitute a proxy. Formal proxies that provide the proxy agent with the discretion to cast a vote as the proxy agent may determine will be permitted only where: (a) any matter to be voted on may result in an alternative proposal being presented at a meeting of the members; (b) there are more than twice the number of candidates as there are Director positions open for election; or (c) there are less candidates than open Director positions. All proxies must be in writing, signed by a Member, or by his duly authorized representative(s) and delivered to the Secretary of the Association, or such other person as the President may designate. All proxies will be effective only in connection with the meeting for which it is given, and all lawful adjournments of the meeting. Proxies may be revoked, in writing, at any time prior to the opening of the polls. Proxies may only be given to a Member of the Association in good standing in the Association. 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. In no event shall any person, other than the secretary of the Association acting in his or her official capacity, be the proxy agent for more than two Unit Owners.

ARTICLE IV

Membership Meetings

Section 1. Place of Meeting. All meetings of the Members of the Association shall be held within the community or at such other place convenient to the Members as may be designated by the Board, provided that if a meeting is not held in the Clearbrook Community it shall be held in Monroe Township, or in an immediately adjacent municipality.

Section 2. Annual Meetings. All annual meetings of the Members of the Association shall be held not earlier than April 1 and not later than May 31, on the date determined by the Board. Annual meetings shall be scheduled in addition to the regular meetings of the Board of Directors set forth in Article VII, section 1.

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Section 3. Special Meetings. Special meetings of members may be called by the President whenever such a meeting is deemed advisable, or may be called by the Secretary when so ordered by the Board, or upon the written request of Members representing not less than fifteen (15%) percent of the Eligible Votes. The request must state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless members representing not less than fifty (50%) percent of the Eligible Votes request such a meeting, no special meeting may be called to consider any matter that is substantially the same as a matter voted upon at any meeting of the Members held during the preceding twelve (12) months. Special meetings must be held within forty-five (45) days of the filing of a written request complying with the terms of this section. The quorum requirement for special meetings is fifty (50%) percent of the Eligible Votes present in person or by proxy.

Section 4. Emergency Meetings. In the event that the Board is required to deal with such matters of urgency and importance that delay for the purpose of providing forty-eight (48) hours advance notice would be likely to result in substantial harm to the interests of the Association, the notice shall be deemed adequate if it is provided as soon as possible following the calling of the meeting.

Section 5. Proxies and Adjourned Meetings. All proxies or ballots validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting and new proxies may be received for any such subsequent reconvened meeting.

Section 6. Notice of Meetings. Notice of each meeting of Members, whether annual or special, will be given not less than ten (10) days, nor more than sixty (60) days before the day on which the meeting is to be held. Notice will be sent by U.S. mail, regular post with postage prepaid, addressed to the Member at the address on the records of the Association pursuant to Article XIX of these Amended By-Laws. Every such notice shall state the time and place of the meeting and shall state briefly the purpose(s) of the meeting. Except where otherwise expressly required by law, no publication of any notice of a meeting of Members will be required.

Section 7. Quorum and Adjourned Meetings. The quorum for any membership meeting, unless otherwise specifically set forth in the Articles of Incorporation, the Master Deed or these Amended By-Laws, shall be thirty (30%) percent of the Eligible Votes. The quorum requirement for membership meetings when a vote regarding an amendment to the Governing Documents or an Association loan will be taken, or for special meetings of the Association is fifty (50%) percent of the Eligible Votes present in person or by proxy. Only Members in good standing who are present in person or by proxy shall be counted in establishing a quorum. Once a quorum has been established, the quorum will remain in effect, despite the subsequent departure or absence of one or more persons from the meeting, provided that any action taken by the membership is approved by at least a majority of the required quorum for that meeting. In the absence of a quorum, the persons holding votes present in person or by proxy and entitled to vote, may, by majority vote, adjourn the meeting from time to time, until a quorum shall be present or represented. To establish a quorum at the adjourned meeting, the number of Members that were present either in person or by proxy at any meeting adjourned due to lack of a quorum

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are considered present at any subsequent meetings of the original adjourned meeting, except that issues not expressly voted on in any proxies cannot be counted. The quorum will be determined by the Secretary or his designee.

Section 8. Organization. At each meeting of the Members, the President, or in his absence, the Vice President, or in the absence of both, another Director chosen by a majority vote of the Members present in person or represented by proxy and entitled to vote at the meeting, shall act as a chair, and the Secretary, or in his absence, a person whom the Chair shall appoint, shall act as Secretary of the meeting.

Section 9. Number of Votes Required. Except as otherwise required by the Articles of Incorporation, the Master Deed, these Amended By-Laws, or any law, a quorum being present, the affirmative vote of a majority of the quorum present, in person or by proxy, will be sufficient on those matters that are to be voted on by the Members. Any vote permitted to be cast by a Member, may be cast by a Resident Spouse or a Resident Relative. Unless determined by a majority of the votes of the Members present at such meeting, in person or by proxy, or determined by the chairperson of the meeting to be advisable, the vote on any other question need not be by ballot, unless expressly otherwise required pursuant to the Master Deed or these Amended By-Laws.

Section 10. Inspectors. If at any meeting of the Members a vote by ballot will be taken on any questions, the chair of such meeting will appoint two (2) inspectors to act with respect to the vote. Each inspector so appointed shall first subscribe an oath faithfully to execute the duties of an inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors will decide upon the qualifications of voters and will report the number of Eligible Votes represented at the meeting and entitled to vote on the question, will conduct and accept the votes, and when the voting is completed, will ascertain and report the number of votes respectively for and against the questions; but as to the election of Directors, the number of votes received by each candidate will be reported to the presiding officer of the meeting, but need not be reported to the membership at large. Reports of inspectors will be in writing and subscribed and delivered by them to the Secretary of the meeting. The inspectors need not be Members of the Association, and any officer or Director of the Association may be an inspector on any question, other than a vote for or against his election to any position with the Association or any other question in which he may be directly interested. Inspectors may obtain the opinion of the Association's attorney concerning any matter within the inspector's discretion, as set forth in this section.

Section 11. Order of Business. The order of business at the annual meeting of the Members or at any special meetings insofar as practicable shall be:

- a. Call of the roll and certifying the proxies and determining the quorum;
- b. Proof of notice of meeting and waiver of notice;
- c. Approval of the minutes of the previous membership meeting;
- d. Appointment of inspectors, if appropriate;
- e. Election of Directors, if appropriate;

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- f. Receiving reports of officers;
 - g. Receiving reports of committees;
 - h. Membership comments;
 - i. Noticed business;
 - j. Old business;
 - k. New business;
 - l. Adjournment.

Section 12. Ascertainment of Votes Needed. Whenever the Governing Documents require a specific percentage or fraction to vote in the affirmative, the percentage or fraction shall be applied to the total number of Eligible Votes present in person or by proxy.

Section 13. Minutes. Minutes of every membership meeting shall be taken by the Secretary or the Secretary's designee. A copy of the unapproved minutes shall be available for distribution to any Member requesting same in writing to the Secretary, or to the Secretary's designee, no later than thirty (30) days after the meeting.

Section 14. Procedures. All membership meetings will be conducted according to the 21st Century Robert's Rules of Order (current edition), by the Princeton Language Institute (Robert's Rules). In the event of any dispute concerning the application of Robert's Rules, the Chair's interpretation will be final and binding. The Board may, by resolution, adopt a different set of procedures for conducting membership meetings than that specified in this section.

ARTICLE V

Board of Directors

Section 1. Express and Implied Powers. The property, affairs and business of the Association will be managed by the Board of Directors. Except to the extent that such powers have been previously delegated to the CCA Board, the Section 4 Board shall have all those powers granted to it by law, the Master Deed, the Articles of Incorporation, and these Amended By-Laws, including, without limitation, the power to:

- (a) Establish, adopt and enforce rules and regulations (the "Rules and Regulations") in connection with the conduct of Owners, occupants, guests, visitors and invitees with respect to the Common Elements and the Units, including, without limitation, the power to adopt rules and regulations with respect to parking upon the Common Elements; and
- (b) Enforce by any legal means the provisions of the Governing Documents including imposing fines, as permitted by law, and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association; provided, however, the Association will not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its reasonable business judgement determines is, or is likely to be construed as, inconsistent with

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applicable law, or in any case in which the Board reasonably determines that the Association's position is not likely to be successful unless the failure to do so would have a material detrimental impact upon the value of any of the Units or would materially affect the common welfare of the Unit Owners; and

- (c) Establish such committees in addition to the standing committees referenced in Article XIII, as the Board may, from time to time, determine, which committees will serve at the pleasure of the Board and in accordance with the duties and limitations placed upon such committees by the resolution of the Board establishing them; and
- (d) Exercise all powers necessary or reasonably implied to carry out the functions of the Board as set forth in the Master Deed, these Amended By-Laws, or by law, it being the intention of this provision to grant the broadest powers reasonably necessary to carry out its functions.

Section 2. Number and Qualifications: Nomination.

- (a) The Board will consist of no more than nine (9) nor less than five (5) Directors at any time. A person may be a candidate for the Board of Directors if: (a) he or she is, at the time of nomination, a Member in good standing, or in the event the candidate is an authorized representative of a partnership, limited liability company, limited liability partnership, corporation, trust or other permitted entity, the entity Member is a Member in good standing, or if permitted to stand for election as a resident under subparagraph (b) of this section, the Owner is a Member in good standing; and (b) the person has been or will be, for not less than 183 days prior to the scheduled date of the Annual Meeting at which the person intends to stand for election, an Owner, a Resident Spouse or a Resident Relative.
- (b) Prior to each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a *bona fide* interest in serving as a Director may file as a candidate. The Board may also establish other rules and regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner, provided that such rules and regulations shall not prohibit otherwise qualified Resident Owners, Resident Spouses or Resident Relatives, from becoming candidates for a Director position.
- (c) The Board will forward the names of all candidates for election nominated prior to the meeting, to the Members, not later than thirty (30) days prior to the meeting and each candidate will be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

Section 3. Election and Term of Office. Directors shall be elected at annual meetings of the Association. Each Director that is elected shall serve for a term of three (3) years. At least

thirty (30) days prior to the annual meeting, the Board shall notify each Member by mail addressed at his last known address of the name of the individuals who desire to be candidates for Director. Service of the notice may also be accomplished by delivery of the notice to the Member at his dwelling Unit of last known address. A resume of each candidate shall accompany the notice, unless there is only one (1) candidate and he or she is an incumbent Director. If there is an unexpired term to be filled at the annual meeting, the notice shall also contain the name and resume of the individual(s) who is a candidate for the unexpired term. A Director shall hold office until his successor has been elected.

Section 4. Alternate Directors. If there are candidates desirous to serve as alternate Directors who satisfy the qualifications set forth in this Article to serve as a Director, the ballot may provide for an election of not more than three (3) alternate Directors at the Annual Meeting. If there are more candidates than alternate Director positions, the candidate(s) receiving the greatest number of votes will be elected. All alternate Directors so elected shall serve a term of one (1) year and have the right to attend all Board meetings and meetings of the membership. Notwithstanding any statement to the contrary contained herein, there shall not be more than three (3) alternate Directors serving at any one time. Alternate Directors shall have the right to vote in the same manner as a regular Director only when a regular Director is absent from a meeting. If two (2) or more alternate Directors are present at a meeting, and only one (1) regular Director is absent, the alternate Directors shall decide between themselves as to who shall vote in the regular Director's absence, or where they cannot agree among themselves, the remaining regular Director or Directors shall select the alternate who shall serve. The meeting minutes shall clearly state, by name, which alternate is voting in place of the absentee regular Director.

Section 5. Removal of Directors.

- (a) At any duly held regular or special meeting of the Members, any one (1) or more Directors (including alternate Directors) may be removed with or without cause by the Members, Resident Spouses or Resident Relatives present (no proxies), provided that (i) the notice of the meeting expressly includes the removal of one or more Directors, and (ii) the Director(s) whose removal is proposed will receive not less than seven (7) days prior notice of the intention to vote upon his removal, (iii) the Director(s) will be given an opportunity to be heard at the meeting, and (iv) the total votes cast in favor of removal constitute not less than thirty-three (33%) percent of all Eligible Votes. If the removal of one (1) or more Directors is proposed to be placed on the annual meeting agenda, a petition containing fifteen (15%) percent of the Eligible Votes must be submitted to an officer of the Association at least thirty (30) days prior to the annual meeting. If one (1) or more Director's removal is to be considered at any special meeting of the Association; the procedure established in Article IV, Section 3 will be followed. If a vote to remove a Director(s) is approved, a successor(s) may then and there be appointed by a majority of the remaining Directors to fill the vacancy thus created. Each person so appointed shall be a Director until the next annual meeting when an election will be held to fill the vacancy pursuant to Article V, Section 6, below.

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- (b) Any Director or alternate Director who is not himself or herself a Member in good standing or who is a Resident Spouse or a Resident Relative of a Member who is not in good standing for a period of more than thirty (30) days after receiving notice that the Member is not in good standing will automatically be removed as a Director.
- (c) Any Director whose removal has been proposed by the Board shall be given an opportunity to be heard at a Board meeting prior to the vote for removal.
- (d) In the event that all of the Directors are removed, successors shall be elected by the Members in the manner set forth in Article V, Section 3 of these By-Laws to fill the vacancies thus created. Each person so elected shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor is duly elected and qualified.

Section 6. Vacancies. Vacancies in the Board caused by any reason other than the removal of all Directors by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining Board Members at any regular meeting of the Board or at any special meeting of the Board called for that purpose, promptly after the occurrence of any such vacancy. The Directors shall fill Board member vacancies by selecting by vote of the majority, a qualified Member to serve as a regular Director until the next annual membership meeting, when an election will be held to fill that directorship pursuant to Article V, Section 3, above. If the annual meeting constitutes the expiration of the term of the directorship filled by appointment by the Board, a successor Director may be elected for a full term by election in the manner set forth under Article V, Section 3, above. If the annual meeting does not constitute the expiration of the term of the directorship filled by appointment by the Board, the successor Director elected to the directorship will serve only for the unexpired term.

ARTICLE VI

Officers

Section 1. Designation. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer all of whom shall be members of the Board. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as may be necessary in its judgment, provided that such assistants need not be members of the Board. Any person may hold more than one officer position provided that no person may be designated both the President and Vice President.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board of Directors meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

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Section 3. Removal of Officers. Upon an affirmative vote of a majority of the full number of Directors, any officer may be removed, either with or without cause, after opportunity for a hearing. The Director's successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. Duties and Responsibilities of Officers.

- (a) The President will be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties that are usually vested in the office of President of a condominium association, including but not limited to, the power to appoint committees from among the members of the Condominium Association from time to time as he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Condominium Association.
- (b) The Vice-President will take the place of the President and perform the 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 will appoint some other Director to so do on an interim basis. The Vice-President will also perform such other duties as shall from time to time be imposed by the Board.
- (c) The Secretary will keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Association; will have charge of such books and papers as the Board may direct; and will, in general, perform all those duties incident to the office of the Secretary.
- (d) The Treasurer will have the responsibility for the custody of Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer will 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.
- (e) The Assistant Treasurer, if any, will perform the duties of the Treasurer whenever the Treasurer shall be absent or unable to act or at such other times and in such capacity as may be specifically delegated by the Board.
- (f) The Assistant Secretary, if any, will perform the duties of the Secretary whenever the Secretary shall be absent or unable to act or at such other times and in such capacity as may be specifically delegated by the Board.

Section 5. Other Duties and Powers. The officers will have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

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Section 6. Eligibility of Directors. Nothing herein contained will prohibit a Director from being an officer.

ARTICLE VII

Meetings of the Board of Directors

Section 1. Notices: Waiver of Notice. Regular meetings of the Board may be held at such time and place as must be determined from time to time by a majority of the Board, but at least four (4) meetings may be held each year. Notice of regular meetings of the Board will be given to each Director by telephone, mail, telegram or, if accepted in writing by a Director as an authorized form of notice, by email, (any of the foregoing being "Valid Notice") at least ten (10) days prior to the day of the meeting. Special meetings of the Board may be called by the President on three (3) days' notice to each Director by Valid Notice, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board may be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) Directors. Any Director 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 Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 2. Meetings Open to Unit Owners: Notice. No less than four (4) meetings of the Board each year shall be open to attendance by the Unit Owners. All other meetings of the Board except conference or working sessions at which no binding votes are taken, will also be open to attendance by all members, except that the Board may, at its discretion, exclude or restrict attendance at those meetings, or portions of meetings, dealing with:

- a. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including, without limitation, records, data, reports or information relating to an individual's personal or family circumstances, unless the individual concerned or the individual's representative consents, in writing, to public disclosure;
- b. Any pending or anticipated litigation or contract negotiations;
- c. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise the ethical duties of a lawyer; or
- d. Any matter involving the employment, promotion, discipline or dismissal of any employee or officer of the Association.

Written notice of the date, time, place and the agenda, to the extent known, of all open meetings of the Board of Directors shall be given by the Board to all Unit Owners at least seven

(7) days prior to a regular meeting and three (3) days prior to a special meeting. Notice shall also be posted in at least one (1) place on the Condominium property that is accessible at all times to all Unit Owners and be published in one (1) or more newspapers of general circulation if required by law. Moreover, the Board shall also, within thirty (30) days following the annual meeting of the Association, post in at least one (1) place on the Condominium property, a schedule of the regular Board meetings to be held in the succeeding year, and make appropriate revisions thereto, as required. The date, time and location of each meeting shall be contained in the notice.

The foregoing notice will not be required in the event of an emergency, provided that only emergent matters may be voted upon at such meeting. Further, to the extent that any of the foregoing means of providing notice prove impracticable, the Board shall undertake alternative measures to carry out the intent of these terms in good faith.

Section 3. Organization. The presiding officer of the Board of Directors meetings shall be the President, or in his absence, the Vice President, or in the absence of both of them a Director selected by the majority of the remaining Directors, including alternate Directors. The presiding officer will act as the chair of the meeting. The Secretary, or in his or her absence, the Assistant Secretary or such other Director or alternate Director appointed by the chair, shall act as Secretary of the meeting.

Section 4. Minutes. Minutes of the Board meetings will be taken, and copies of minutes will be made available to Members at the meeting following their approval by the Board, within seven (7) days following receipt of a written request by a Member. Minutes of closed meetings will be taken separately, and will not be available to Unit Owners, until the need for confidentiality no longer applies. Thereafter such minutes will be available on the same basis as other minutes of the Board.

Section 5. Agenda. An agenda shall be followed for each meeting and copies of the agenda shall be made available to the Unit Owners at the beginning of each meeting. The agenda shall include, in order:

- a. Calling of the roll; Certification of quorum;
- b. Proof of notice of meeting or waiver;
- c. Approval of minutes of previous meeting;
- d. Membership comments;
- e. Specific topics of business;
- f. Approval of Treasurer's report and bills for payment;
- g. Acceptance of reports of officers;
- h. Acceptance of reports of committees;
- i. Manager's report;
- j. Old Business;
- k. New Business;
- l. Adjournment.

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Upon motion and approval by a majority of the Board, the order of the agenda may be amended at the discretion of the Board. Each open meeting of the Board will provide for a period of Unit Owner comment following the calling of the roll, which period of Unit Owner comment may not exceed forty-five (45) minutes in its entirety, or such longer time as the Board may determine, and the President or acting chair of the meeting may place reasonable limitations upon the time given to each Unit Owner seeking to comment to allow sufficient time for all Unit Owners seeking to comment. The Board will also provide a Unit Owner comment period prior to any vote of the Board concerning: (i) the adoption of rules or regulations; or (ii) the adoption of a budget, provided that the presiding officer may, at the officer's discretion, limit the total comment period to not less than forty-five (45) minutes and may reasonably limit comments in such a manner so as to provide each Unit Owner seeking to comment with an opportunity to do so. The failure to provide an adequate comment period or opportunity for each Unit Owner wishing to comment to do so will not be a basis upon which any action otherwise properly taken by the Board may be voided.

Section 6. Quorum, Voting and Adjourned Meetings. A majority of the Directors, including alternate Directors, serving on the Board who are present in person at a Board meeting will constitute a quorum for the transaction of business. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter, unless otherwise set forth in these Amended By-Laws. After a quorum of the Board of Directors has been established, the quorum will remain in effect, despite the subsequent departure or absence of one or more Directors thereafter, provided that any action taken is approved by at least a majority of the required quorum. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business that may have been transacted at the original meeting may be transacted without further notice.

Section 7. Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board, however called and noticed or whenever held, will be valid as though a meeting duly held after regular call and notice, if a quorum is present; and if either before or after the meeting, each Director 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 or act adopted at such meeting. All such waivers, consents or approval, shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

Section 8. Non-Waiver. All the rights, duties and privileges of the Board will 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.

Section 9. Consent in Lieu of Meeting and Vote. Despite anything to the contrary in these Amended By-Laws, the Articles of Incorporation or the Master Deed, the entire Board of Directors 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 the Directors empowered to act, whichever the case may be, shall consent in writing to such action.