

AMENDED BYLAWS

OF

**CLEARBROOK QUEENSWAY VILLAGE
CONDOMINIUM ASSOCIATION NO. 16, INC.**

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ARTICLE I

Nature of Amended Bylaws

Section 1. Name. The name of the corporation is the Clearbrook Queensway Village Condominium Association No. 16, Inc., hereinafter referred to as the "Association," a nonprofit corporation organized under Title 15A of the New Jersey Statutes Annotated. It was established by the Certificate of Incorporation filed with the office of the New Jersey Secretary of State in 1985.

Section 2. Purpose of the Association. The purpose of the Association is defined in its Certificate of Incorporation. The Association is the governing body of the Clearbrook Queensway Village Condominium No. 16, Inc., 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 the Clearbrook Queensway Village Condominium Association No. 16, Inc.

Section 3. Purpose of the Amended Bylaws. These Amended Bylaws are intended to govern the administration of the Clearbrook Queensway Village Condominium Association No. 16, Inc. In the event of any inconsistency between the terms and conditions of the Master Deed and these Amended Bylaws, the Association's Unit Owners agree that the Amended Bylaws shall 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 Bylaws**" means these Amended Bylaws of the Clearbrook Queensway Village Condominium Association No. 16, Inc.
- (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 Bylaws and also means, as the context indicates, each Unit Owner's pro rata share of the budget.
- (c) "**Association**" means the Clearbrook Queensway Village Condominium Association No. 16, Inc., 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 Bylaws.
- (d) "**Authorized votes**" means 161 votes, representing one vote for each Unit in Clearbrook Queensway Village Condominium Association No. 16, Inc.
- (e) "**Board**" means the Board of Directors of the Condominium Association.

- (f) "CCA" means the Clearbrook Community Association.
- (g) "CCA Board" means the Board of Directors of the CCA.
- (h) "CCA Bylaws" means the bylaws adopted by the Clearbrook Community Association, Inc., 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.
- (i) "Certificate of Incorporation" means the Certificate of Incorporation for Clearbrook Queensway Village Condominium Association No. 16, Inc. attached to the Master Deed as Exhibit "F."
- (j) "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.
- (k) "Common Elements" means "General Common Elements" and "Limited 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.
- (l) "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.
- (m) "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 "B" through "D"; and (v) the entire entity created by the execution and recording of the Master Deed.
- (n) "Condominium Association" means Clearbrook Queensway Village Condominium Association No. 16 Inc., a New Jersey nonprofit corporation, its successors and assigns.
- (o) "Delinquent Unit Owner" has the meaning set forth in Article IX, Section 22 of these Amended Bylaws.

- (p) **"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.
- (q) **"Eligible Votes"** means the number of Units whose owners are in good standing, as defined in Article III, Section 5, of these Amended Bylaws.
- (r) **"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(A) of the Master Deed.
- (s) **"Governing Documents"** means the Master Deed, these Bylaws, the Certificate of Incorporation, any Rules and Regulations adopted by the Board, the CCA Bylaws, and any Rules and Regulations adopted by the CCA Board.
- (t) **"Limited Common Elements"** has the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3(k), except as same may be modified by the provisions of Paragraph 4(B) of the Master Deed.
- (u) **"Master Deed"** means the Master Deed of the Association dated October 28, 1985 and recorded in the Office of the Middlesex County Clerk on October 30, 1985 in Deed Book 3473 at Page 169.
- (v) **"Member"** means an Owner who has satisfied all of the prerequisites for membership as set forth in the Master Deed and these Amended Bylaws.
- (w) **"Operating Account"** means the operating account of the Association, established and maintained for the purposes specifically set forth in Article IX, Section 11(a) of these Amended Bylaws.
- (x) **"Property"** means the buildings, the land described in Exhibits "B," "C" and "D" of the Master Deed and all improvements now or hereinafter constructed in, upon, over or through such lands.
- (y) **"Quorum"** means, in connection with any Membership Meeting, 15 percent of the Eligible Votes unless otherwise required by the Certificate of Incorporation, the Master Deed, or these Amended Bylaws.
- (z) **"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 11(b) of these Amended Bylaws.

- (aa) **“Resident Owner”** means an Owner of a Unit who has actually resided in Section 16 for 183 or more days during the immediately preceding 12-month period.
- (bb) **“Resident Relative”** means a resident of a Unit that is owned by the resident’s child, children or living family trust, or is owned by the resident’s spouse’s 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.
- (cc) **“Resident Spouse”** means the spouse of an Owner of a Unit who has actually resided in Section 16 for 183 or more days during the immediately preceding 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.
- (dd) **“Rules and Regulations”** means those rules and regulations lawfully adopted by the Board in accordance with the powers granted to it under the Governing Documents or by law.
- (ee) **“Section 16”** means Clearbrook Queensway Village Condominium Association No. 16, Inc.
- (ff) **“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.
- (gg) **“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 Bylaws 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 Bylaws, 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 facilities of Section 16 in any manner, are subject to the terms of these Amended Bylaws. 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 Bylaws.

ARTICLE III

Membership And 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 Owner must pay the closing fees set forth in Article IX, Section 16 of these Amended Bylaws. 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, but shall not be entitled to any vote with respect to Association matters.

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 Certificate of Incorporation and these Amended Bylaws, shall be privileged to use and enjoy the Common Elements subject to the terms and conditions of the Master Deed and these Amended Bylaws. No new Unit Owner will be entitled to the rights, entitlements and benefits of membership until he (or she) has paid the closing 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 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 Bylaws, 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 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 his 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.

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 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 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 12 months. Special meetings must be held within 45 days of the filing of a written request complying with the terms of this section.

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 10 days, nor more than 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 Bylaws. Every such notice shall state the time and place of the meeting and shall state briefly the purpose(s) of the meeting. At least once each year, within thirty (30) days following the annual meeting of the Association, the Board shall post and maintain posted throughout the year, notice of Board meetings to be held in Board-designated locations. Notice of any meeting in which the Board is to take action, other than the annual meeting, an emergency meeting, or the meetings to be noticed under the preceding sentence, shall be given at least forty-eight (48) hours in advance of that meeting, including the time, date, location and when possible, the agenda for that meeting, to all Unit Owners. 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 Certificate of Incorporation, the Master Deed or these Amended Bylaws, shall be 15 percent of the Eligible Votes. 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 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 Certificate of Incorporation, the Master Deed, these Amended Bylaws, 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 by 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 Bylaws.

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 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;
- 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 Eligible Votes, unless any provision of the Master Deed, the Certificate of Incorporation or these Amended Bylaws require a percentage of all Unit Owners to approve an action, in which event the total number of votes against which the percentage or fraction shall be calculated is 161.

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 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 16 Board shall have all those powers granted to it by law, the Master Deed, the Certificate of Incorporation, and these Amended Bylaws, including, without limitation, the power to:

- (a) Establish, adopt, enforce, amend and repeal rules and regulations (the "Rules and Regulations") necessary for the administration of the affairs of the Association and 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 secure full performance of the Owners' obligations regarding their Units, the Owners' use of the Common Elements, and 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 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 Bylaws, 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 nine Directors. A person may be a candidate for the Board of Directors if: (a) he or she is, at the time of nomination, a Member or the Resident Spouse of 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; (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, the spouse of an Owner, or a resident of a Unit that is owned by the resident's child, children or living family trust, or is owned by the resident's spouse's child, children or living family trust (a "Resident Relative"); and (c) the person has not been absent from the Clearbrook Community for three consecutive months or more during the 12 months immediately preceding the scheduled date of the Annual Meeting, provided, however, that any absence relating to an illness requiring hospitalization or long-term rehabilitation shall not preclude candidacy. No more than one resident of a Unit may serve on the Board at any one time.
- (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 Residents, Resident Relatives or Resident Spouses, from becoming candidates for a Director position. Candidates for a Director position may be made at the meeting at which Directors are to be elected, provided the candidate accepts the nomination in person or by proxy.
- (c) The Board will forward the names of all candidates for election nominated prior to the meeting, to the Members, not later than 10 days prior to the meeting and each candidate will be given a reasonable, uniform opportunity to communicate his qualifications to the Members and to solicit votes.

Section 3. Election and Term of Office. Three Directors shall be elected at each annual meeting to 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 place of

address of the name of the individuals who desire to be candidates for Director at the meeting. 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 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. Removal of Directors.

- (a) At any duly held regular or special meeting of the Members, any one or more Directors may be removed with or without cause by a majority of the Eligible Votes 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 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 33 percent of all Eligible Votes. If the removal of one or more Directors is proposed to be placed on the annual meeting agenda, a petition containing 15 percent of the Eligible Votes must be submitted to an officer of the Association at least 30 days prior to the annual meeting. If one 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 5, below.
- (b) Any Director who is not himself or herself a Member in good standing or who is a Resident Spouse or 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 missing more than three regular meetings of the Board in a 12-month period without approval of the Board, may be removed by the remaining Directors, in which case the vacancy will be filled pursuant to Article V, Section 6, below. However, 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 2 of these Amended Bylaws 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 5. 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.

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, and his successor 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 the 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.
- (f) The Assistant Secretary, if any, will perform the duties of the Secretary whenever the Secretary shall be absent or unable to act.

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.

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 4 meetings must 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 10 days prior to the day of the meeting. Special meetings of the Board may be called by the President on three 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 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 days prior to a regular meeting and three days prior to a special meeting. Notice shall also be

posted in at least one place on the Condominium property that is accessible at all times to all Unit Owners and be published in one or more newspapers of general circulation if required by law. Moreover, the Board shall also, within 30 days following the annual meeting of the Association, post in at least one 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. The presiding officer will act as the chair of the meeting. The Secretary, or in his or her absence, a 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.

Upon motion and approval by a majority of the Board, the order of the agenda may be amended in 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 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 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 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 Bylaws. 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 Bylaws, the Certificate 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.

Section 10. Procedures. All Board 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 Board meetings than that specified in this section.

ARTICLE VIII

Powers, Duties of Board of Directors

Section 1. Powers, Duties and Responsibilities. Except to the extent that such powers have been previously delegated to the CCA Board, it shall be the affirmative and perpetual obligation and duty of the Section 16 Board to perform the following:

- (a) Cause the Common Elements to be maintained according to accepted standards as set forth in the Master Deed and including, but not limited to, such maintenance, painting, replacement and repair work as may be necessary, lawn maintenance and clearing of snow from roadways and walkways as the Board may deem appropriate. All repairs and replacements shall be substantially similar to the original application and installation and shall be of first-class quality; and
- (b) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed, including professionals, property managers and all other persons, and provide the equipment and materials necessary, in order to properly maintain and operate the Common Elements and administer the affairs of the Association. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and
- (c) Cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting when requested in writing at least 21 days in advance by Members representing at least 15 percent of the Eligible Votes of the Association; and
- (d) Allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Elements in accordance with the provisions of these Amended Bylaws, the Master Deed and the after damage or destruction by fire or other casualty, or as a result of the condemnation or eminent domain proceedings; and
- (e) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, and order the Board of Fire Underwriters or other similar bodies; and
- (f) Place and keep in force all insurance coverages required to be maintained by the Association, applicable to its property and members including, but not limited to:

(i) *Property Damage Insurance.* To the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements and Unit betterments existing at the time of initial conveyance, together with all service machinery appurtenant thereto, as well as common personalty belonging to the Association, and covering the interest of the Association, the Board, and all Unit Owners and any Mortgage Holder who has requested the Association in writing to be named as loss payee, as their respective interests may appear, in an amount equal to the full replacement value of the Common Elements (exclusive of foundations and footings), and Unit betterments existing at the time of the initial conveyance, without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each applicable Mortgage Holder which shall provide that the loss, if any, thereunder, shall be payable to each applicable Mortgage Holder, its successors and assigns, as its interest may appear. The aforesaid mortgage clause shall name as mortgagee either the Federal National Mortgage Association (FNMA) or its servicers in the event FNMA holds mortgages on any Units. When a servicer is named as the mortgagee, its name must be followed by the phrase "its successors and assigns." Prior to obtaining any renewal of a policy of fire insurance, the Board shall obtain an appraisal or other written evaluation of an insurance broker licensed to conduct business in New Jersey or other qualified expert as to the full replacement value of the Common Elements (exclusive of foundations and footings) and Unit betterments existing at the time of the initial conveyance of the Unit without deduction for depreciation, for the purposes of determining the amount of fire insurance to be obtained pursuant to this subparagraph. The amount of any deductible and the responsibility for payment of same shall be determined by the Board, in its sole discretion. The property damage coverage shall, to the extent obtainable contain agreed amount and inflation guard endorsements; construction code endorsement; demolition cost endorsement; contingent liability from operation of building laws endorsement and increased cost of construction endorsement.

(ii) *Public Liability Insurance.* To the extent obtainable in the normal commercial marketplace, public liability insurance for personal injury and death from accidents occurring within the Common Elements (and any other areas which the Board may deem advisable), and the defense of any actions brought by injury or death of a person or damage to property, occurring within such Common Elements, and not arising by reason of any act or negligence of any individual Unit Owner. Said insurance shall be in such limits as the Board may, from time to time, determine, covering each member of the Board, the managing agent, the manager, and each member, and shall also cover cross liability claims of an insured against

another. Such public liability insurance shall be in a single limit of not less than \$5,000,000 covering all claims for personal injury or property damage arising out of any one occurrence. The Board shall review such limits once a year.

- (iii) *Directors' Officers' and Committee Member Liability Insurance.* To the extent obtainable in the normal commercial marketplace, liability insurance indemnifying the Directors, Officers and committee members of the Association against liability for errors and omissions occurring in connection with the performance of their duties in an amount of at least \$5,000,000 with any deductible amount to be in the sole discretion of the Board.
- (iv) *Workers' Compensation Insurance.* Workers' compensation and New Jersey disability benefits insurance as required by law.
- (v) *Water Damage.* Water damage legal liability insurance.
- (vi) *Flood Insurance.* Flood hazard insurance in the event any of the insurable Common elements are located within a federally designated zone of the greater than minimal flood hazard.
- (vii) *Other Insurance.* Such other insurance as the Board may determine to be appropriate.

All policies shall: (i) provide, if possible, for recognition of any insurance trust agreement of the Association and that adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, if any, and that the net proceeds thereof, if \$50,000 or less shall be payable to the Board, and if more than \$50,000 shall be payable to the Insurance Trustee, if any; (ii) require that the proceeds of property damage insurance be applied to the restoration of such Common Elements and structural portions and service machinery as is required by the Master Deed and these Amended Bylaws; (iii) provide that the insurance will not be prejudiced by any act or omission of individual members that are not under the control of the Association; (iv) provide that the policy will be primary, even if insurance covering the same loss is held by any member(s); (v) to the extent obtainable, contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured; and (vi) provide that such policies may not be canceled without at least 30 days' prior written notice to all the named insureds, including all Unit Owners and Eligible Mortgage Holders.

All policies shall show the named insured as: Clearbrook Queensway Village Condominium Association No. 16, Inc., for the use and benefit of the individual owners" or the Association's Insurance Trustee, if any. The "loss payable" clause must show the Association or the Insurance Trustee, as a Trustee for each Unit Owner, mortgage holder or other loss payee. Also, the policies must require the insurer to notify in writing the Association, its Insurance Trustee, if any, and each Eligible Mortgage Holder or other entity named in the mortgage clause at least 30 days before it substantially changes the Association's coverage.