

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5401878

COPY

DOCUMENT TYPE:

AMENDED BYLAWS

Official Use Only

Document Charge Type AMENDED BYLAWS

Return Address (for recorded documents)

SHIVERS GOSNAY & GREATREX
1415 ROUTE 70 EAST SUITE 309
CHERRY HILL NJ 08034

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8513510

RECORDED ON
August 09, 2018 9:17 AM

INSTRUMENT NUMBER
5401878

BOOK: OR13348
PAGE: 1573

No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i>	22
Consideration Amount	\$0.00
Recording Fee	\$250.00
Realty Transfer Fee	\$0.00
Total Amount Paid	\$250.00
Municipality	UNKNOWN
Parcel Information	Block: N/A Lot: N/A
First Party Name	VILLAGE GREENES COMMUNITY ASSOC INC
Second Party Name	VILLAGE GREENES COMMUNITY ASSOC INC

Additional Information (Official Use Only)



5401878

Ctrl Id: 5652793 Recording Clerk: jfantauzzi

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**Burlington County
Document Summary Sheet**

BURLINGTON COUNTY
CLERK

BURLINGTON COUNTY
CLERK

2018 AUG -9 AM 8:46

2018 JUL 30 PM 3:29

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TIM TYLER
BURLINGTON COUNTY CLERK
P.O. BOX 6000
50 RANCOCAS RD, 3rd FLOOR
MOUNT HOLLY, NJ
08060-1317

Return Name and Address
Shivers, Gosnay and Greatrex,
LLC
1415 Route 70 East, Suite 309
Cherry Hill, NJ 8030

ABOVE THIS LINE FOR OFFICIAL USE ONLY

Submitting Company		Shivers, Gosnay and Greatrex, LLC			
Document Date (mm/dd/yyyy)		07/11/2018			
Document Type		Bylaw Amendment			
No. of Pages of the Original Signed Document (Including the cover sheet)		22			
Consideration Amount (If applicable)					
First Party <i>(Seller or Grantor or Mortgagor or Assignor or Defendant or Debtor)</i> <i>(Enter up to five names)</i>	Name(s)	<i>(first name, middle initial/name, last name)</i> <i>(or Company Name as written)</i>		Address (Optional)	
	Village Greenes Community Association, Inc.				
Second Party <i>(Buyer or Grantee or Mortgagee or Assignee or Plaintiff or Secured Party)</i> <i>(Enter up to five names)</i>	Name(s)	<i>(first name, middle initial/name, last name)</i> <i>(or Company Name as written)</i>		Address (Optional)	
Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

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Prepared by: *George C. Greatrex Jr., Esq.*

**FIRST AMENDED AND RESTATED BY-LAWS OF THE
VILLAGE GREENES COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT is made this 11th day of July, 2018
by the Village Greenes Community Association Inc. ("the Association").

WHEREAS, the Association's Declaration of Covenants, Easements and Restrictions was recorded in the Burlington County Clerk's Office on July 24, 1998 in Deed Book 5616 at page 157, et. seq. Attached to that document as an exhibit is a set of original By-laws of the Association, also recorded in the Burlington County Clerk's Office. In accordance with Article XIII of said original By-laws, these By-laws may be amended; and

WHEREAS in accordance with N.J.S.A. 22A: 46(d)(5)(a) the Board of Trustees (hereinafter "the Board") of a common interest community association may amend its By-laws to the extent necessary to render them consistent with State, federal or local law; and

WHEREAS the Board has determined that various provisions in the Association's By-laws are inconsistent with State law and must be amended to conform thereto; and

WHEREAS the Board has proposed various amendments to the Association's By-laws for this purpose; and

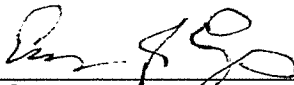
WHEREAS for ease of reference the Board has proposed to restate the Association's By-laws to remove any reference to the community's developer inasmuch as the rights and obligations of the developer/declarant have been extinguished by virtue of its completion of the community and the dedication of all property over to the Association and its individual homeowner members, and to include those new amendments proposed by this First Amendment (in ***bold italics***), and which replaces and supercedes any and all previous sets of the Association's By-laws and By-law amendments, if any; and

THEREFORE, the said By-laws as amended and restated have been approved and adopted by the Board in the form as attached hereto.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed the day and year first above written.

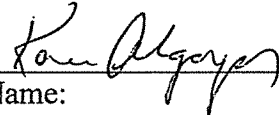
ATTEST:

ASSOCIATION:
**VILLAGE GREENES COMMUNITY
ASSOCIATION, INC.**

By: 
Name: Al Lyons
Title: Trustee/President

STATE OF NEW JERSEY :
SS.
COUNTY OF Burlington

On July 11, 2018 personally appeared Al Lyons, who is a Trustee and President of the Board of Trustees of the VILLAGE GREENES COMMUNITY ASSOCIATION, INC., a New Jersey non-profit corporation. I am satisfied that this person is the person named in and who signed this Affidavit and that this person acknowledged under oath, to my satisfaction, that he signed, sealed and delivered the within instrument as his voluntary act and deed and as a duly authorized act of said corporation made by a proper resolution of its Board of Trustees.


Name: _____
Notary Commission Expires:

**Karen Algayer
Notary Public of New Jersey
I.D. No: 2290872
My Commission expires Aug. 12, 2022**

**Karen Algayer
Notary Public of New Jersey
I.D. No: 2290872
My Commission expires Aug. 12, 2022**

FIRST AMENDED AND RESTATED BY-LAWS

OF

VILLAGE GREENES COMMUNITY ASSOCIATION, INC.

ARTICLE I

NATURE OF BY-LAWS

1.1 Nature of By-Laws. These By-Laws are intended to govern the administration of Village Greenes Community Association, Inc. (the "Association"), a non-profit corporation organized under Title 15A of the Statutes of New Jersey, and the management, administration, utilization and maintenance of the Community Facilities and certain other portions of the Property described in the Declaration of Covenants, Easements and Restrictions for Village Greenes (the "Development")

1.2 Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Declaration of Covenants, Easements, and Restrictions for Village Greens (the "Declaration") are incorporated herein by reference.

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

1.4 Principal Office. The principal office of the corporation is located at 10 Foster Avenue, Gibbsboro, New Jersey 08026-1190.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. Every person, firm, association, corporation or other legal entity who is a record Owner or Co-Owner of the free simple title to any Home located within the Development shall be a member of the Association; provided, however, that any person, firm, association, corporation or legal entity who holds such title or interest to a Home merely as a security for the performance or an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association.

2.2 Associate Members. Every person who is entitled to possession and occupancy of a home as a tenant or lessee of a Member shall be an Associate Member of the Association but shall not be entitled to any vote with respect to Association matters.

2.3 Change in Membership. Transfer of membership of Owners shall be accomplished by recording in the Burlington County Clerk's Office a Deed or other instrument establishing a record title to a Home and delivery to the Secretary of the Association of a certified copy of such instrument and such sums of money as are required for the repayment of any membership fee contribution to capital and escrow deposit if any. The membership of the prior Owner shall be thereby terminated.

2.4 Rights of Membership. Every person who is entitled to membership in the Association pursuant to the provision of the Certificate of Incorporation and these By Laws shall be privileged to use and enjoy the Community Facilities subject however to the right of the Association to:

(a) Promulgate Rules and Regulations governing such use and enjoyment;

(b) Suspend the use and enjoyment of the Community Facilities as provided in Section 2.5 of this Article II; and

(c) Transfer grant or obtain easements, licenses or other property rights with respect to the Community Facilities as provided in Section 6.1(k) of Article VI hereof.

2.5 Suspension of Rights. Membership voting rights and use by a Member of the Community Facilities which are located within the development as set forth in Article VI hereof may be suspended by the Board for any period during which any assessment against the Home to which his membership is appurtenant remains unpaid but upon payment of such assessments, and any interest accrued thereon, whether by check or cash his rights and privileges shall be immediately and automatically restored provided that section 2.8 shall govern the restoration of voting rights. Further, if Rules and Regulations governing the use of the Community Facilities and the conduct of persons thereon have been adopted and published, as authorized in the By-Laws the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board of Trustees for a period not to exceed thirty (30) days for any single violation but if the violation is of a continuing nature such rights and privileges may be suspended indefinitely until such time as the violation is abated. Except in the case of an emergency or a threat of causing a health or safety problem for the Property or for any person lawfully present upon the Property, no such action shall be taken by the Board of Trustees until the Member is afforded an opportunity for a hearing consistent with the principles of due process of law.

2.6 Contribution to Capital. Each Member shall pay to the Association in escrow an amount equal to three months of the estimated Annual Common Expense Assessment which shall be used by the Association for capital reserves and need not be replenished if it is so utilized. Payment of such contribution shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale or subsequent transfer of title to a Home. Any unpaid Common Expense shall be deemed a lien on the Home in the same manner as any unpaid Common Expenses attributable to the Home.

2.7 Member in Good Standing. A member shall be deemed to be in good standing and entitled to vote in person or by proxy or in any ballot by mail if and only if he shall have fully paid all installments due for assessments made or levied against him and his Home by the Board of Trustees as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and to his Home at least thirty (30) days prior to the date fixed for such meeting. *A member shall be deemed in good standing if he is in full compliance with a settlement agreement with respect to the payments of assessments, legal fees or other charges lawfully assessed.*

2.8 Voting Rights. Each Member shall be entitled to one (1) vote of equal weight of each Home to which he holds title. When more than one person holds title the vote(s) for each home shall be exercised as the Co-Owners among themselves determine. When one or more Co-owners sign a proxy or purports to vote for his or her Co-Owners such vote (s) shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s) or if not present submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote(s) is counted. If Co-Owners disagree as to the vote(s) the vote shall be split equally among the Co-Owners.

ARTICLE III

MEETING OF MEMBERS

3.1 Place of Meetings. All meetings of the Members of the Association shall be held at such place convenient to the Members as may be designated by the Board.

3.2 Annual Meetings. All annual meetings of the Members of the Association shall be held on the day and month of the year to be established by the Board except that the first such annual meeting shall be held not more than thirteen (13) months following the incorporation of the Association. At each annual meeting the members may vote on questions as set forth in Section 3.7 hereof and transact other business of the Association.

3.3 Special Meetings. After the first Annual Meeting special meetings of Members may be called by the President whenever he deems such a meeting advisable or shall be called by the Secretary upon the order of the Board or upon the written request of Members representing not less than twenty-five (25%) percent of all votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Members representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Members held during the preceding twelve (12) months which determination shall be made in the sole and absolute discretion of the Board of Trustees.

3.4 Notice of Meeting. Except as otherwise provided by law notice of each meeting of Members whether annual or special shall be given not less than *fourteen (14)* days nor more than sixty (60) days before the day on which the meeting is to be held to each Member at his last known address by delivering a written or printed notice thereof to said Member *by hand, by regular US Mail, or by electronic means*. Every such notice shall state the time, place and purpose (s) of the meeting. Notice of any meeting of Members shall not be required to have been sent to any Member who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Members shall not be required to be given unless the time and place to which the meeting is adjourned is not announced at the meeting adjourned. Except where otherwise expressly required by law no publication of any notice of a meeting of Members shall be required.

3.5 Quorum and Adjourned Meetings. At any meeting of the Members, persons holding twenty-five (25%) percent of the total authorized votes present in person or by proxy shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum the persons 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 in person or by proxy. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

3.6 Organization. At each meeting of the Association the President or in his absence the Vice President or in the absence of both of them a person chosen by the remaining Trustees shall act as that chairperson and the Secretary or in his absence a person whom the chairperson shall appoint shall act as a Secretary of the meeting.

3.7 Voting on Questions. Only Members who hold memberships in good standing at least thirty (30) days prior to any meeting shall be entitled to vote on questions. A majority of votes present in person or by proxy at any duly constituted meeting of the membership shall be sufficient on those questions submitted to a vote of the membership. The vote on any question need not be taken by ballot unless (i) the chairperson of the meeting determines a ballot to be advisable or (ii) a majority of the votes present at the meeting determine that the vote on the question submitted shall be taken by ballot.

3.8 Voting in Elections of Trustees. Prior to the first Annual Meeting the Board of Trustees shall cause a special meeting of Owner of Homes to be held at which time the Owners of Homes in good standing at least thirty (30) days prior to said meeting shall elect one (1) Trustee from among the Owners of Homes to represent them at all meetings of the Board of Trustees. Such election shall be held in accordance with Roberts Rules of Order. Each Owner of a Home shall be entitled to one (1) vote for each Home to which he holds title with respect to all elections. If any election of Trustees shall not be held on the day designated herein the Board of Trustees shall cause the election to be held at a special meeting as soon thereafter as may be practicable. This

Trustee shall serve for a two-year term. At the expiration of the term or at any time in the event of resignation or removal a special meeting shall be called to elect a new Trustee from among the Owners of Homes.

3.9 Ballot by Mail. The Board in lieu of calling a membership meeting may submit any question to a vote of the membership by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the members submitting the ballot has been verified on the ballot in accordance with procedures established by the Board. The Board shall appoint Judges to tabulate the ballot whose report shall be included in the minute book. In order to conduct a ballot by mail for a question submitted to a vote of the membership, the Board shall serve a notice upon all Members in good standing which shall (i) state with specificity in terms of motion(s) the question(s) upon which the vote is to be taken, (ii) state the date by which ballots must be received in order to be counted (iii) provide an official ballot for the purpose of the vote and (iv) state the date upon which the action contemplated by the motion(s) shall be effective, which date shall be not less than ten (10) days after the date ballots must be received. No actions contemplated by a question submitted to a ballot by mail shall be taken unless a majority in interest of all Members in good standing submit ballots approving such action.

3.10 Proxies. Proxies and proxy ballots shall be permitted with respect to *all elections of Trustees*, amendments to the Declaration, the Certificate of Incorporation, these By-Laws or any other matter to properly be voted upon by the Members. All proxies and proxy ballots shall be in writing, signed by the individual Member or by his or their duly authorized representative (s) and delivered to the Secretary of the Association or his designee at least 24 hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls by the person issuing the proxy. No proxy shall be voted on after eleven (11) months from the date of its execution unless the proxy provides for a longer period, which in no event can exceed three (3) years from the date of its execution. All proxies and proxy ballots shall be substantially in the form prescribed by the Board and if not in such form shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Board or the Judges of Election with respect to any election.

3.11 Judges. If at any meeting of the Members a vote by ballot shall be taken, the chairperson of such meeting shall appoint two persons to act as Judges with respect to the ballots. Each Judge so appointed shall first subscribe an oath to execute faithfully the duties of a Judge with strict impartiality and according to the best of his ability. Such Judges shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the questions. Reports of Judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The Judges need not be members of the Association, and any officer or Trustee of the Association may be a Judge of any question in which he does not have a direct personal interest. Ballots need not be secret unless required by law.

3.12 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) Calling of the roll and certifying the proxies.
- (b) Proof of notice of meeting and waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Appointment of Judges, if appropriate.
- (e) Vote on questions, if appropriate

- (f) Receiving reports of officers.
- (g) Receiving reports of committees.
- (h) Old business
- (i) New business.
- (j) Adjournment.

ARTICLE IV
BOARD OF TRUSTEES

4.1 Qualifications. The following criteria shall be qualifications for nomination, appointment or election to a Trusteeship:

(a) Membership in Good Standing. Membership in Good Standing and ownership of a home shall be qualification for nomination, appointment, election or service as a Trustee and for continued service on the Board.

(b) Representation: Partnerships, corporations, limited liability companies or fiduciaries holding memberships in good standing may designate individuals to be eligible for nomination, appointment or election as Trustees in accordance with the following qualifications:

(i) Partnership designees shall be members, employees or agents of the partnership;

(ii) Corporate designees shall be officers, stock holders, employees or agents of the corporation;

(iii) Limited liability company designees shall be members or managers of the limited liability company; and

(iv) Fiduciary designees shall be fiduciaries, officers or employees of the fiduciary.

Co-owners holding a membership in good standing may designate any one of them but only one of them to be eligible for nomination, appointment or election as a Trustee; however in the case of any disagreement,; the express consent of a majority in interest of such Co-owners shall be required for any of them to be eligible.

(c) Disqualification of Trustees. Any Trustee whose membership in the Association is not in good standing for thirty (30) consecutive days shall automatically be disqualified as a Trustee upon expiration of said thirty (30) day period and a replacement shall be appointed by the Board within thirty (30) days thereafter to serve the remainder of the term as contemplated by Section 4.4 hereof.

Despite the aforesaid any Trustee who conveys title to his home and no longer holds title to any other Home is automatically disqualified as a Trustee effective on the date of said conveyance.

4.2 Number, *Nomination and Election of Trustees*.

(a) The affairs of the Association shall be governed by the Board of Trustees. The Board shall consist of five (5) Trustees hereinafter referred to as Trustees or Trusteeships.

(b) In the case of partnership owners, Trustees shall be members agents or employees of such partnership or of the partners; thereof or in the case of corporate owners Trustees shall be officers stockholders employees or agents of such corporation; or in the case of fiduciary owners, Trustees shall be fiduciaries,

officers or employees of such fiduciaries provided however that at least one of the Trustees of the Board shall be a resident of the State of New Jersey.

(c) The Association shall provide written notice to all association members no later than thirty (30) days prior to the date for the mailing of the notice of the meeting set forth in subsection (d) of this Section that informs association members of the right to nominate themselves or other association members in good standing for candidacy to serve on the Board of Trustees.

(d) The Association shall provide to all Members written notice of an election by personal delivery, mail, or electronic means, no less than 14 nor more than 60 days prior to the meeting at which an election of Trustees is scheduled. This notice shall include a proxy ballot and an absentee ballot, which shall list in alphabetical order by last name the names of all candidates nominated pursuant to subsection (c) of this Section.

4.3 Removal of Members of the Board. At any duly held and constituted regular or special meeting of the Members any one or more Trustees elected by the Owners may be removed with or without cause by a majority vote of the Members present provided that the notice of the meeting expressly includes this item. A successor may then and there or thereafter be elected by the majority of the remaining Owner Trustees to fill the vacancy thus created. Each person so appointed shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor is duly elected and qualified. Any owner Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting, except the failure of any Owner Trustee to be a Member in Good Standing for a period of thirty (30) days or more shall be grounds for automatic removal without any vote of the Members. In the event that all the Owner Trustees are removed successors shall be elected by the Owners or in the manner set forth herein to fill the vacancies thus created.

4.4 Term of Office. *Trustees shall be elected for two year terms.*

4.5 Vacancies. Owner Trustee vacancies on the Board caused by any reason other than the removal of an Owner Trustee by a vote of the Members shall be filled by a vote of a majority of the remaining Owner Trustees at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor shall have been duly elected and qualified.

ARTICLE V

TRANSACTION OF BUSINESS BY THE BOARD OF TRUSTEES

5.1 Express and Implied Powers and Duties. The property affairs and business of the Association shall be managed by the Board which shall have all those powers granted to it by the Governing Documents and by law.

5.2 Meeting of the Board; Notice; Waiver of Notice. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board but at least two meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Trustee by telephone, mail or telegram at least three days prior to the day 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 four Trustees. Any Trustee, may at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Trustees at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

5.4 Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board, however called and notice, or wherever held, shall be as valid as if transacted at a meeting duly held after regular call and notice if (i) a quorum is present and (ii) either before or after the meeting each Trustee signs a written waiver of notice or a consent to the holding of the meeting or an approval of such 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.

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

5.6 Consent in Lieu of Meeting and Vote. Despite anything to the contrary in the Governing Documents the entire Board shall have the power to take action on any matter on which it is authorized to act without the necessity of a formal meeting and vote if the entire Board or all the Trustees empowered to act, whichever the case may be, shall consent in writing *or by electronic communication* to such action.

5.7 Meetings Open to Owners; Notice. All Board Meetings shall be open to attendance by all Owners subject to those exceptions set forth in N.J.A.C. 5:20-1.1 as now or hereafter amended. The Board may exclude or restrict attendance at those meetings or portions of meetings at which any of the following matters are to be discussed: 1) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; 2) any pending or anticipated litigation or contract negotiations; 3) any matters falling within attorney client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer; or 4) any matter involving the employment, promotion, discipline or dismissal of a specific officer or employee of the Association. Adequate written notice of the time and place of all such open meetings shall be given by the Board to all Owners at least forty-eight hours in advance of such meeting in the manner required by N.J.A.C. 5:20-1.2(B). Moreover, the Board shall also within seven days following the Annual Meeting of the Association post mail to newspapers and file with the administrator of the business office of the Association a schedule of the regular Board Meetings to be held in the succeeding year as prescribed by N.J.A.C. 5:20-1.2(c)1.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF TRUSTEES

6.1 General Powers and Privileges. Subject to the Declaration or other instruments of creation the Association may do all it is legally entitled to do under the laws applicable to its form of organization. The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community. The Association shall provide a fair and efficient procedure for the resolution of housing related disputes between individual owners and the Association and between different Owners that shall be readily available as an alternative to litigation.

The property, affairs and business of the Association shall be managed by the Board of Trustees which shall have all those powers granted to it by the Governing Documents and by law. The Board shall have those powers, which include but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Declaration and/or the Housing Plan or which may be necessarily implied.

- (a) To employ, by contract or otherwise, a manager, managing agent or an independent contractor to oversee supervise and carry out the responsibilities of the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper, and
- (b) To employ any person firm, or corporation to repair, maintain or renovate Community Facilities to lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls of various sorts on said Community Facilities as set forth in the Declaration; and
- (c) To employ professional counsel and obtain advice from persons, firms or corporations such as, but not limited to, landscaper architects, architects, engineers, lawyers and accountants and
- (d) To employ or contract for water and sewer, electricity, and gas or other forms of utilities, cable or master antenna television for the Community Facilities and
- (e) To employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder; and
- (f) To adopt, amend and publish Rules and Regulations covering the details of the operation and use of the Community Facilities; and
- (g) To arrange for security protection as necessary; and
- (h) To enforce the obligations of the Association and its members, and do anything and everything else necessary and property for the prudent management of the Community Facilities, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Governing Documents; and
- (i) To borrow and repay monies, giving notes, mortgages or other security upon such term or terms as it deems necessary; and
- (j) To invest and reinvest monies, sue and be sued; collect interest, dividends and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all property affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein and those necessary and incidental thereto; and
- (k) To transfer, grant or obtain easements, licenses and other property rights with respect to the Community Facilities in a manner not inconsistent with the rights of Members; and
- (l) To bring and defend actions by or against the Association or one or more members which are pertinent to the health, safety or general welfare or the Members, the Community Facilities, or any other legal action which the Trustees may authorize in accordance with these By-Laws; and
- (m) To appoint an Insurance Trustee who shall not be a member of the Association or the manager who shall discharge his duties in accordance with these By-Laws. In the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and

- (n) To create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers; and
- (o) To impose upon each Member the requirement of capital contributions as set forth in Article II Section 2.6 hereof; and
- (p) To enter into agreements or other contracts for management of the Community Facilities

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

- (a) To cause the Community Facilities to be maintained according to accepted standards 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) To investigate, hire, pay, supervise and discharge the personnel necessary to be employed and provide the equipment and material necessary in order to properly maintain and operate the Community Facilities and exercise its other powers and duties as contemplated by the Governing Documents. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and
- (c) To 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 twenty-one days in advance by members representing at least fifty percent of the total outstanding votes of the Associations; and
- (d) To allocate common surplus or make repairs, additions, improvements to or restoration of the Community Facilities in accordance with the provision of these By-Laws and the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and
- (e) To take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Community Facilities which are placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, or order of the Board of Fire Underwriters or other similar bodies including but not limited to compliance with *Chapter 75 of the Ordinances* of the Township of Evesham as may now or hereafter be amended; and
- (f) To manage the fiscal affairs of the Association as herein provided in Article VII; and
- (g) To cause the Development to continue to qualify as 55 or Over Housing under the "housing for older persons" exemption of the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, by the publication and adherence to the policies and procedures that demonstrate said intent, including, but not limited to:
 - (i) the manners in which the Development is described to prospective Permanent Residents; the advertising designed to attract prospective Permanent Residents; the lease provisions; the Rules and Regulations, the Deed and the terms of the Declaration of Restrictive and Protective Covenants, including all restrictions; the maintenance and consistent application of relevant procedures; actual practices of the Development; and the public posting on the Common Property of statements describing the Development as housing for persons 55 years of age or older;

(ii) the enforcement of the age restrictions contained in Article XIII of the Declaration;

(iii) the Association must produce verification of compliance with the Act through reliable surveys and affidavits; the Association must develop procedures for routinely determining the occupancy of each home, including the identification of homes occupied by persons 55 years of age or older, which procedures must take place at least once every two years, which shall include appropriate documentation, including but not limited to, driver's license, birth certificate, certification or other documents signed by a Permanent Resident asserting that at least one Permanent Resident of the Home is 55 years of age or older, except to the extent that particular persons have previously provided age verification, copies of which are still available in the records of the Association.

(h) To place and keep in force all insurance coverages required to be maintained by the Association, applicable to Community Facilities including, but not limited to:

(i) Physical 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 all risk extended coverage, including vandalism and malicious mischief, insuring all Community Facilities, together with all service machinery appurtenant thereto, and covering the interest of the Association, the Board, and all Members and any Mortgage Holders who have 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 Community Facilities (exclusive of foundations and footings), without deduction for depreciation. Each policy shall contain a standard mortgage 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 as its interests may appear, subject to the loss payment provisions set forth in Article XVIII of the Declaration. When a majority of the Board is appointed by Members, 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 Community Facilities and the improvements located thereon, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected 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.

(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 Community Facilities (and any other areas which the Board may deem advisable), and the defense of any actions brought within such areas, and not arising by reason of any act or negligence of any individual Member. 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 one insured against another. Until the first meeting of the Board following the first annual meeting of the Association, such public liability insurance shall be in a single limit of not less than \$1,000,000.00 per occurrence for claims of personal injury or for property damage arising out of any one occurrence. The Board shall review such limits one a year.

(iii) Trustees and Officers Liability Insurance. To the extent available in the normal commercial marketplace, liability insurance indemnifying the Trustees and Officers of the Community Association against liability for errors and omissions occurring in connection with the performance of their duties in an amount of at least \$1,000,000.00, 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) Vehicular Liability Insurance. To the extent obtainable in the normal commercial marketplace, vehicular liability insurance to cover all motor vehicles owned or operated by the Association.

(vi) Other Insurance. Such other insurance as the Board may determine.

All policies shall: (i) provide that adjustment of loss shall be made by the Board with the approval of the Insurance Trustee, if any, and that the net proceeds thereof, if \$25,000.00 shall be payable to the Board, and if more than \$25,000.00 shall be payable to the Insurance Trustee, if any; (ii) require that the proceeds of physical damage insurance apply to the restoration of such Community Facilities and service machinery as is required by the Declaration and these By-Laws; (iii) to the extent obtainable contain agreed amount and inflation guard endorsements; (iv) 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; (v) provide that the policy will be primary, even if insurance covering the same loss is held by any Member(s); (vi) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; and (vii) provided that such policies may not be cancelled without at least thirty (30) days prior written notice to all of the named insureds, including all Members and Eligible Mortgage Holders.

Any insurance maintained by the Board may provide for such deductible amount as the Board may determine. Despite any other provision of this subparagraph, the Association shall not be required to provide any type or amount of insurance not commonly available in the normal commercial marketplace.

Members shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation; and, further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Member.

ARTICLE VII

FISCAL MANAGEMENT

7.1. Annual Common Expense Assessments. The Board may collect from each Member, his heirs, administrators, successors and assigns, as "Annual Common Expense Assessments", the proportionate part of the Common Expenses assessed against such Member as provided in the Declaration, the Certificate of Incorporation and these By-Laws, and in accordance with applicable law.

7.2. Determination of Common Expenses. The amount of money for Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including, but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

7.3. Disbursements. The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and in the Governing Documents and by applicable law.

7.4. Depositories. The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provide that a management agreement may include among its provisions authority for the manager to sign

checks on behalf of the Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

7.5. Accounts. The receipts and expenditures of the Association shall be Common Expense assessments and Common Expenses respectively, and shall be credited and charged to accounts under the following classifications as the Board shall deem appropriate, all of which expenditures shall be Common Expenses;

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

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

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

(d) Reserve for capital improvements, which shall include funds to be used for capital expenditures or for the acquisition of additional personal property that will be part of the Community Facilities.

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

(f) Working capital, consisting of those non-refundable and non-transferable contributions assessed upon each Member upon acquisition of title to a Home imposed under Article II, Section 2.6, which may be utilized by the Board in its reasonable discretion to meet unanticipated or other expenses of the Association (but not in order to reduce the Annual Common Expense Assessment).

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

7.6. Reserves. The Board shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, including replacements for any leasehold improvements for which the Association is obligated to maintain, emergencies, contingencies of bad weather or uncollected accounts. Despite anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate

and identify that portion of the Common Expenses which is to be assessed against the Members as a capital contribution and is allocable to reserves for the Community Facilities.

The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts, or certificates of deposit, and shall not be utilized for any purpose other than that which was contemplated at the time of assessment. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

7.7. Exemption from Assessments for Capital Improvements. Despite anything to the contrary herein, no Permitted Mortgage Holder shall be required to pay any assessment for capital improvements, including capital improvement reserves of any type except for those validly required by a governmental agency, whether by way of regular or special assessments or otherwise. Further, these provisions may not be amended without the written consent of every Permitted Mortgage Holder.

7.8. Notice. Each year, the Board shall give written notice to each Member and to any Eligible Mortgage Holder of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing budget period, directed to the Member at his last known address by ordinary mail or by hand delivery. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. If an Annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

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

7.9. Acceleration of Assessment Installment Upon Default. If a Member shall be in default in the payment of an installment upon any type of assessment, the Board may notify the delinquent Member that the remaining installments of the assessment shall be accelerated if the delinquency installment has not been paid by a date stated in the Notice, which date shall not be less than five (5) days after delivery of the notice to the Member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail. If such notice is given and default shall continue for a period of thirty (30) days, then the Board shall be required to accelerate the remaining installments of the assessment and notify the delinquent Member that the lien for the accelerated amount shall be filed on a date certain stated in the notice, if the accelerated balance has not then been paid. The lien for such accelerated assessment as permitted by law shall then be filed if the delinquent assessment has not been theretofore paid and the Board may also notify any holder of the mortgage encumbering the Home affected by such default or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of ninety (90) days, then the Board shall foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect the assessment.

7.10. Interest and Counsel Fees. The Board at its option shall have the right in connection with the collection of any assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if such payment is made after a date certain stated in such notice. In the event the Board shall effectuate collection of said assessments or charges by resort to counsel, and/or the filing of a lien, the Board may add to the aforesaid

assessments or charges, reasonable counsel fees for the cost of collection, including the preparation, filing and discharge of the lien, in addition to such other cost as may be allowable by law:

(a) In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of these By-Laws, the reasonable costs and expenses of preparation and litigation, including attorney's fees, shall be a Common Expense allocated to all Members.

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

(i) The payment of unpaid litigation expenses;

(ii) refunding to the Members the cost and expenses of litigation advanced by them;

(iii) Common Expenses, if the recovery thereof was the purpose of the litigation;

(iv) repair or reconstruction of the Community Facilities if recovery of damages to same was the motivation for the litigation; and

(v) any amount not applied to (i), (ii), (iii), and (iv) above shall be at the discretion of the Board treated either as:

a) a common surplus which shall be allocated and distributed pursuant to the provisions of Article XI of the Declaration, or

b) a set off against the Annual Common Expense Assessments generally. Despite the foregoing, if a Member(s), the Board or any other person or legal entity affected by any such distribution shall assert that the damages sustained or the diminution in value suffered by a Member(s) was disproportionate to his or their allocated amount of any common surplus, in that event the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth in Article X hereof.

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

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

7.11. Power of Attorney to Permitted Mortgage Holder. In the event the Board shall not cause the enforcement procedures provided in Sections 7.9 and 7.10 above to be implemented within the time provided, any Permitted Mortgage Holder for any home as to which there shall be such unpaid Common Expense Assessments is hereby irrevocably granted an irrevocable power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

7.12. Annual Audit. The Board shall submit the books, records, and memoranda of the Association to an annual audit by an independent certified public accountant who shall audit same and render a report thereon in writing to the Board and in summary form to all Members, the Association and such Eligible Mortgage

Holder(s) or other persons, firms or corporations as may be entitled to same. The audit shall cover the operating budget and the reserve accounts.

7.13. Fidelity Bonds. Fidelity bonds shall be required by the Board from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

ARTICLE VIII OFFICERS

8.1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. All officers shall be members of the Board including any appointed Assistant Treasurers and Assistant Secretaries that may be necessary in the judgement of the Board. Any two (2) officers, except that of President and Vice President, may be held by one person.

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

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

8.4. Duties and Responsibilities of Officers.

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

(b) Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Trustee to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

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

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

8.6. Eligibility of Trustees. Nothing contained herein shall prohibit a Trustee from being an Officer.

ARTICLE IX

COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, TRUSTEES AND COMMITTEE MEMBERS

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

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

9.3. Exculpability. Unless acting in bad faith neither the Board as a body nor any Trustee, officer or committee member shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his office. Each Member shall be bound by the good faith actions of the Board, officers and committee members of the Association, in the execution of the duties of said Trustees, officers and committee members.

ARTICLE X

COVENANTS COMMITTEE

10.1. Purpose. The Board may establish a Covenants Committee, consisting of three members appointed by the Board, each to serve for a term of one year. In order to assure that the Development shall always be maintained in a manner:

- (1) providing for visual harmony and soundness of repair;
- (2) avoiding activities deleterious to the aesthetic or property values of the Development.;
- (3) furthering the comfort of the Owners, their guest, invitees and lessees; and
- (4) promoting the general welfare and safety of the Development.

10.2. Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Community Facilities, including, but not limited to, the addition of any building, wall, fence, swimming pool, trees or shrubbery, or exterior addition to an existing structure, in accordance with standards and guidelines contained in the Declaration or these By-Laws or otherwise adopted by the Board. The Covenants Committee shall also have the power to issue a cease and desist request to an Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Governing Documents, the

Housing Plan or resolutions of the Board (upon petition of any Owner or upon its own motion). The Covenants Committee shall from time to time, as required, enforce and/or provide interpretations of the Governing Documents and resolutions pursuant to the intent, provisions and qualifications thereof when requested to do so by an Owner or the Board. Any action, ruling or decision of the Covenants Committee in any matter in which the Board is not a party, may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision. Matters in which the Association is a party can only be appealed to a court of competent jurisdiction, subject to the right of the other parties to submit the matter to independent mediation and/or arbitration pursuant to the alternative dispute resolution procedures established by the Board and/or provided under the Governing Documents.

10.3. Authority. The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution, including the right to impose fines pursuant to Section 11.2 of Article XI hereof. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full authorized membership thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board. Despite the foregoing, no action may be taken by the Covenants Committee without giving the Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

ARTICLE XI ENFORCEMENT

11.1. Enforcement. The Association shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; taking any other action before any court, summary or otherwise, as may be provided by law.

11.2. Fines. To the extent now or hereafter permitted by the law of the State of New Jersey, the Board shall have the power to levy fines against any Member(s) for violation(s) of any Rule or Regulation of the Association or for any covenant or restriction contained in the Governing Documents, except that no fine may be levied for more than \$25.00 for any one violation; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Member(s) involved as if the fine were a Common Expense owed by the particular Member(s) and such fines shall constitute a lien upon the particular Member's Home. Despite the foregoing, before any fine is imposed by the Board, the Member involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard in a manner consistent with due process of law, with or without counsel, with respect to the violation(s) asserted.

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

11.4. Mediation Alternative. Prior to the commencement of any hearing by the Covenants Committee, any party to the dispute or the Committee on its own motion may request mediation of the dispute by an impartial mediator appointed by the Committee in order to attempt to settle the dispute in good faith. Any such

mediation shall be completed within fifteen (15) days after such request and, in the event that no settlement is reached, all relevant time periods in the hearing process shall be extended for fifteen (15) days.

11.5. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect in any other manner the remaining provisions of these By-Laws.

11.6. Compliance By Members. Each Member shall comply with and shall assume ownership or occupancy subject to the laws, rules and regulations of governmental authorities having jurisdiction over the Development, and the provisions of the Governing Documents or any other documents, amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of action for the recovery of damages, or for injunctive relief, or both, by the Association, or any Member, in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, and against any Member, to enforce any lien contemplated by the Governing Documents or any covenant contained therein. Failure by the Association, or any Member to enforce any such lien or covenant therein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce same.

ARTICLE XII

CONFLICT

12.1. General. Despite anything to the contrary herein, if any provision of these By-Laws is in conflict with or contradiction of the Declaration, the Certificate of Incorporation or with any provisions of the Housing Plan or any applicable governmental requirements or permits, then the requirements of the Declaration, the Certificate of Incorporation, Housing Plan and such governmental requirements shall be deemed controlling.

ARTICLE XIII

AMENDMENTS

These By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly held for such purpose, and previous to which written notice to Members of the exact language of the amendment or for the repeal shall have been sent, a quorum being present, by an affirmative vote of 51% in number and in interest of the votes entitled to be cast in person or by proxy. *In addition, these By-laws may be amended by the Board of Trustees to the extent necessary to render them consistent with State, federal or local law, or after providing notice to all association members of the proposed amendment, which notice shall include a ballot to reject the proposed amendment, if at least 10% of association members vote to reject the amendment within thirty (30) days of its mailing, the amendment shall be deemed defeated, otherwise it shall be adopted.*

ARTICLE XIV

NOTICE

Any notice required to be sent to any Member or any Eligible Mortgage Holder under the provisions of the Declaration, Certificate of Incorporation or these By-Laws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular post with postage prepaid, addressed to the Member at the last known post office address of the person who appears as a member on the records of the Association at the time of such mailing. Notice to one of two or more Co-owners of a Home shall constitute notice to all Co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing go any change of address. Valid notice may also be given to members (i) by personal delivery to any occupant of

said Home over *18* years of age, (ii) by affixing said notice to or sliding same under the front door of any Home, *or (iii) by electronic communication to any member who has consented in writing to accept such notice by electronic means.*

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words “Village Greenes Community Association, Inc.”

ARTICLE XVI

CIVIL ACTION FOR DAMAGES

The Association shall not be liable in any civil action brought by or on behalf of an Owner to respond in damages as a result of bodily injury to the Owner occurring on the premises of the Association except as the result of its willful, wanton, or grossly negligent act of commission or omission.