

**BYLAWS
FOR
HARROGATE NORTH
CONDOMINIUM ASSOCIATION, INC.**

EFFECTIVE APRIL 1, 2010

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BYLAWS

HARROGATE NORTH CONDOMINIUM ASSOCIATION, INC.

ARTICLE I - GENERAL PROVISIONS

1.1 Name. The name of the nonprofit corporation is Harrogate North Condominium Association, Inc. (the "Association").

1.2 Definitions. Any capitalized term used in these Bylaws but not otherwise defined shall have the meaning as set forth in the Declaration of Condominium for Harrogate North, an Age Qualified Condominium, which is recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania in Record Book 6771, Page 952, as the same may be further hereafter amended (the "Declaration"), the Pennsylvania Non-Profit Corporation Law of 1988, 15 Pa. C.S.A. §5101 et seq., as amended from time to time (the "Non-Profit Corporation Law") or in the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101, et seq., as amended from time to time (the "Act").

1.3 Purposes of the Association.

(a) The ownership, management, operation and maintenance of certain real estate and the improvements located thereon in a residential Condominium known as Harrogate North, situated in New Garden Township, Chester County, Pennsylvania, including the Common Elements; and

(b) The implementation, administration and enforcement of the Declaration; and

(c) Any other lawful purpose for which the Association may conduct business on a not-for-profit basis pursuant to the laws of the Commonwealth of Pennsylvania.

1.4 Powers of the Association. The Association shall perform and conduct all duties and powers imposed upon or granted to it by Article 5 of the Declaration (including the power and duty to enforce the Declaration with respect to each Unit), these Bylaws, any other document relating to the Association, by the municipal Zoning and Subdivision and Land Development Ordinances, as amended, or other applicable law, including the Non-Profit Corporation Law and/or the Act.

1.5 Business Offices. The Association shall have its principal office at 200 Swan Road, Landenberg, PA 19350. The Association shall have and continuously maintain a registered office in the Commonwealth of Pennsylvania.

1.6 Compliance. The purposes of the Association will be achieved in full compliance with all applicable Federal, State and local laws, regulations and ordinances and with the Declaration. These shall prevail in event of any discrepancies with these Bylaws.

1.7 Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Executive Board and committees having any of the authority of the Executive Board.

1.8 Fiscal year. The fiscal year of the Association shall begin on January 1, and end on December 31, in each year.

1.9 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Non-Profit Corporation Law or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver of notice thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

1.10 Parliamentary Procedures. On questions of parliamentary procedure not covered herein, the latest edition of Robert's Rules of Order shall be used to expedite due process.

1.11 Books of the Association. A financial review of the Association's books shall be prepared for the Executive Board and submitted to the Association Members prior to the Annual Meeting of the Members.

ARTICLE II - MEMBERSHIP, MEETINGS, VOTING

2.1 Membership.

(a) **Membership Requirements.** Each Owner of a Unit shall be a Member of the Association at such time as set forth in the Declaration. Each membership shall be appurtenant to, and not severable from, ownership of a Unit, and shall be held in the name of the record owner of the Unit, whether or not the Unit is owned jointly, in common, or in any other form of tenancy. Each Unit shall have one, and only one, membership regardless of the number of co-tenants, joint-tenants or tenants by the entireties holding interests in the Unit.

(b) **Duration of Membership.** Each membership shall initially commence upon the recording of the Declaration. Thereafter, membership shall be transferred to each successive record Owner of a Unit as of the date and hour of the completion of settlement on the conveyance of a Unit to a new Owner.

2.2 Member Meetings

(a) **Members Meeting Quorum Requirements:** A quorum shall be deemed to be present throughout any meeting of the Members if persons entitled to cast at least 25% of the total number of eligible voters are present in person, or by proxy at the beginning of the meeting. In the absence of a quorum, no Member votes may be taken. A majority of the Members present may adjourn the meeting until a quorum is present.

(b) **Annual Member Meeting.** The annual meeting of the Members of the Association shall be held no later than June first of each year at the registered office of the Association or at such other location as may be determined by the Executive Board for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting, according to an agenda approved by the Executive Board.

(c) **Special Member Meetings.** Special meetings of the Members may be called at any time, by the President of the Association, or by resolution of the Executive Board, or upon written request of Members representing a number of eligible voters equal to a quorum for the purpose of addressing one or more specific agenda items as stated in the meeting notice. Special member meetings may be held at the registered office of the Association, or at such other place designated in the call of the meeting.

(d) **Member Meeting Notices.** The Secretary of the Association shall give notices of Member meetings not less than 10 nor more than 60 calendar days in advance of such meetings. For meetings called by request of the Members, if the Secretary neglects or refuses to issue the notice, then the Members making the request may do so. Notices of Member meetings shall be hand delivered, sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the Unit Owner or delivered by a means specified by the Member in writing to the Association. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including details of any proposed amendment to the Declaration or Bylaws; any budget or assessment changes; and, any proposal to remove a Director.

(e) **Member Meeting Minutes.** Minutes shall be taken at Member meetings and shall be made available to Members no later than 14 calendar days following the meeting.

2.3 Member Voting

(a) **Member Eligibility to Vote.** Each Member in good standing (as defined in the Declaration Section 5.2(c) and these Bylaws Section 2.1(a)) shall be entitled to one vote on all matters on which Members are entitled to vote. If the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of the Unit shall be the person named in a certificate executed by all of the Owners of the Unit and filed with the secretary of the Association or, in the absence of that named person from the meeting or in the event of failure to execute and file such a certificate, the person owning such Unit who is present. If more

than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with their unanimous agreement unless the Declaration expressly provides otherwise. There shall be deemed to be unanimous agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. Such a certificate shall be valid until revoked by a subsequent certificate similarly executed. In the event that any Dwelling is leased to a tenant, such tenant shall not be entitled to vote as a Member in the Association (unless given a proxy by the Unit Owner).

(b) Matters Requiring Membership Vote. Among other matters that may from time to time be submitted to the Members for a vote by the Executive Board, the Members shall in any event be entitled to vote for the election and removal of Directors, the amendment of these Bylaws, the amendment of the Declaration, termination of the Association, unbudgeted expenditures greater than \$10,000 or any other matter as required by the Declaration or by law.

(c) Authorizing a Member Vote. Unless otherwise specified in the Bylaws, a Member vote can be taken only when authorized by the Executive Board or by petition of a number of Members equal to a quorum of eligible voters.

(d) Member Voting Positions and Approval Requirements. Except for election of Directors, voting positions on all matters shall be: approve, disapprove, and abstain. Unless otherwise specified in these Bylaws, the Declaration, or applicable law, all matters require approval of a simple majority, excluding abstentions, of Member votes cast at a meeting at which a quorum is present or through action taken without a meeting. Votes cast shall include those by Members attending the meeting in person, by proxy or by delivering a ballot to the Secretary of the Association in advance of the meeting or by the due date for action outside a meeting. A vote held outside a meeting shall require that the number of votes cast be equal to a quorum, excluding abstentions.

(e) Use of Proxies. At any meeting of the Members, any Member may vote by proxy or by submitting their ballot to the Secretary of the Association, so long as the executed ballot or proxy is received at or before the meeting at which a Member vote will take place. A proxy is void if it is not dated or purports to be revocable without notice. A Unit Owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the association

(f) Action Taken Without a Meeting. Subject to the further specific provisions of these Bylaws, any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, according to procedures established by the Executive Board.

(g) Reporting Member Vote Results. The final result of a Member vote shall be reported to Members no later than 14 days following the vote.

ARTICLE III - EXECUTIVE BOARD

3.1 Executive Board Responsibilities. The affairs of the Association shall be governed and conducted by its Executive Board. The responsibilities of the Executive Board may not be delegated to other persons or agents, unless otherwise provided herein or in the Declaration, but shall be reserved to those individuals who have been duly elected or appointed as Directors.

3.2 Executive Board Membership.

(a) Executive Board Composition. The Executive Board shall be composed of five (5) persons ("Directors"), to be elected in accordance with these Bylaws and the applicable provisions of the Declaration. At least three of the Directors shall be Members of the Association. A Director who is not a Member must be a resident of Harrogate North. No more than one Director may reside in a Unit. Elected Directors shall have voting rights on all matters before the Executive Board. The Executive Board may also have one or more non-voting members as specified in the Declaration or in these Bylaws.

(b) Director Election. Members shall elect individuals from a slate of candidates determined by self-nomination to fill Director positions with expiring terms at the Annual Member meeting. Members may vote for as many candidates as there are open positions, but may vote for any one candidate only once each time a vote is held. Open Director positions shall be filled with those candidates receiving the highest number of votes. In the event of a tie, a runoff vote shall be conducted among the candidates involved in the tie. If the runoff vote also ends in a tie, the election shall be determined by the flip of a coin between the candidates involved in the tie. The election rules and procedures will be determined by the Board.

(c) Director Term of Office. Directors shall serve for a term of three years, or until their successors have been elected unless, at the time of election, three-year terms would result in a majority of Board terms of office expiring in the same year. In that event, one of the nominees shall stand for election to a term of two years. Individuals may be elected by the Members to only two consecutive terms, but may be re-elected after a one-year absence. The two-term limit shall be waived if there are no other candidates for that Director's seat.

3.3 Executive Board Vacancies.

(a) Director Resignations. A Director may resign at any time by giving written notice to the Association President or Secretary. Such resignation need not be accepted by the Board to be effective and shall take effect at the time specified in the notice.

(b) Director Removal. Directors may be removed, with or without cause, by a vote of two-thirds of the Members, excluding abstentions, present at a meeting of the Members in person, by proxy or by submitting a ballot to the Secretary of the Association in advance of the meeting. Any such Director shall have the right to speak and present evidence in his defense at the meeting prior to any vote being taken on his removal.

(c) **Filling Executive Board Vacancies.** Any vacancy in the Executive Board shall be filled by a vote of the Executive Board. The Director shall be selected from a list of self-nominated candidates to fill the vacancy, and shall serve for the unexpired portion of the term of their predecessor. Any position to be filled by reason of an increase in the number of Directors resulting from any amendment of the Declaration or these Bylaws, shall be filled by a vote at the next Annual Meeting.

3.4 Executive Board Meetings

(a) **Quorum at Executive Board Meetings.** Attendance by at least a majority of the voting Directors shall be necessary to constitute a quorum for the transaction of business at any meeting of the Executive Board. A quorum is deemed present throughout any meeting of the Executive Board if persons entitled a majority of the votes on that board are present at the beginning of the meeting. The act of a majority of the Directors shall be the act of the Executive Board, except where otherwise provided by law, the Declaration or by these Bylaws. In the absence of a quorum, a majority of the Directors present may adjourn the meeting until a quorum is present. The Directors shall act only as a Board, individual Directors having no power as such.

(b) **Regular Executive Board Meetings.** Regular meetings of the Executive Board shall take place at times as the Executive Board may agree, or at the request of the President of the Association, but shall meet at least once each year immediately following the Annual Member Meeting. Meetings shall be held at the registered office of the Association or at such other location as the Executive Board may agree or as may be determined by the person calling the meeting and as shall be designated in the notice of the meeting. Directors may attend meetings via teleconference.

(c) **Special Executive Board Meetings.** Special meetings of the Executive Board may be called by or at the request of the President of the Association or by petition of a number of Directors equal to a quorum for the purpose of addressing one or more specific agenda items as stated in the meeting notice. Such special meeting shall be held at the registered office of the Association or at such other location as may be determined by the person calling the meeting and as shall be designated in the meeting notice. Directors may attend meetings via teleconference.

(d) **Executive Board Meeting Notices:** Notice of Executive Board meetings shall be given at least five (5) days in advance and shall be delivered to a place and by a means previously specified by the Director to the Association. . Every notice shall state the time, place and purpose of the meeting. Waiver of proper notice of any meeting of the Executive Board requires Executive Board approval. However, such a waiver of notice may be approved by Directors before or after the Board meeting in question is held. A Director who attends a meeting of the Board shall be deemed to have had timely and proper notice of such meeting unless the Director attends for the express purpose of objecting to the meeting and/or the transaction of business because the meeting is not lawfully called or convened.

(e) **Executive Board Meeting Minutes.** Minutes shall be taken at Executive Board meetings and shall be made available to the Executive Board and Association Members no later than 14 calendar days following the meeting.

3.5 Executive Board Voting.

(a) **Executive Board Percent Approval.** Unless otherwise specified in these Bylaws, the Declaration, or applicable law, all matters require approval of a simple majority, excluding abstentions, of Director votes cast at a meeting at which a quorum is present or through action taken without a meeting.

(b) **Action Without Meeting.** Subject to the further specific provisions of these Bylaws, any action required or permitted to be taken at any meeting of the Executive Board may be taken without a meeting. The results of actions taken without a meeting shall be reported in the minutes of the next Executive Board meeting.

3.6 Director Compensation. Directors shall not receive any compensation for their services as members of the Executive Board.

3.7 Committees of the Board. The Executive Board may create from time to time, either on a temporary or permanent basis, such Committees they deem are needed for the benefit of the Association. Each Committee shall have a charter that clearly defines the purpose and responsibilities and, if a temporary Committee, the objectives, expected deliverables and timing of its activities. Work by committees of the Executive Board is advisory to and shall be approved by the Executive Board, unless specific responsibilities have been delegated to committees by the Executive Board.

ARTICLE IV - OFFICERS

4.1 Officer Positions, Election, Terms. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board may from time to time authorize. Officers may hold more than one office; however, the President may not also hold the office of Vice President. Officers do not need to be Directors of the Executive Board or Members of the Association. An officer who is not a Member must be a resident of Harrogate North. The officers shall be elected to one-year terms by the Executive Board at the annual meeting of the Executive Board immediately following the Annual member Meeting. Individuals may serve in a specific office for multiple consecutive terms. The officers shall have the authority and shall perform the duties as set forth in these Bylaws, and as may be prescribed from time to time by the Executive Board.

4.2 Officer Responsibilities.

(a) **President.** The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Executive Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Executive Board, any deed, mortgage, bond, contract, or other instrument which the Executive Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Executive Board or by these Bylaws or by statute to some other officer or agent of the Association. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Executive Board from time to time.

(b) **Vice President.** In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Executive Board.

(c) **Secretary.** The Secretary shall: (i) keep the minutes of the meetings of the Executive Board in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) compile Member voting results and (iv) be custodian of the Association's records (iv) maintain the status of the Corporation under Pennsylvania law (v) tabulate and validate all votes.

(d) **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever; and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws. If required by the Executive Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Executive Board shall determine, which cost shall be an expense of the Association.

(e) **Assistant Treasurer:** The Assistant Treasurer shall have the same power and authority as the Treasurer, such authority to be exercised only at the direction of the President or Vice President, and only upon the incapacity or unavailability of the Treasurer to perform such tasks.

(f) **Assistant Secretary:** The Assistant Secretary shall have the same power and authority as the Secretary, such authority to be exercised only at the direction of the President or Vice President, and only upon the incapacity or unavailability of the Secretary to perform such tasks.

(g) **Delegation of Powers of Officers.** The day to day operating authority of the officers, may be delegated to a managing agent to conduct the ordinary daily business of the Association, on such terms as the Executive Board establishes.

4.3 Officer's Vacancies.

(a) **Resignation of Officers.** An officer may resign at any time by giving written notice to the Association President or Secretary. Such resignation need not be accepted by the Board to be effective and shall take effect at the time specified in the notice.

(b) **Removal of Officers.** Officers may be removed, with or without cause, by a vote of at least two-thirds (i.e., four out of five, three out of four, etc.) of the Executive Board; not just two thirds of those attending a meeting.

(c) **Filling Officer Vacancies.** The Executive Board shall fill an officer vacancy by electing a replacement for the unexpired term of the predecessor in office.

ARTICLE V - ASSESSMENTS FOR COMMON EXPENSES

5.1 Annual General Assessments. Subject to the further provisions below concerning special and unit assessments, the general assessments levied by the Association pursuant to the Declaration shall be in the form of annual general assessments. The total annual general assessment levied by the Association for any year shall be apportioned equally among the Units, except for Limited Common Expenses, or as otherwise provided in the Declaration, or herein, or by applicable law. The Executive Board shall fix annual general assessments no later than November thirtieth of each year for each succeeding year.

5.2 Member Vote on the Budget. Promptly after adoption of the budget for the fiscal year, the Executive Board shall cause notice of the assessment and a copy of the budget to be sent to the Members. Such budget shall become effective on the first day of the fiscal year, unless disapproved within 30 days of the notice by a majority vote, excluding abstentions, of Members attending a meeting of the Members at which a quorum is present. Unless the Members request a meeting, the budget and assessment shall take effect without a meeting of the Members. In the event that annual general assessments, as part of the Association's budget, are disapproved by the Members of the Association, or in the event that the Executive Board fails for any reason to adopt a budget for any fiscal year, then the annual general assessment for the immediately preceding fiscal year shall be deemed to continue in effect until a budget has been adopted by the Executive Board (and not disapproved by the Members) on the basis of which a new annual general assessment may be determined.

5.3 Other Assessments. In addition to the annual general assessments provided for above, the Association, by an affirmative vote of at least two-thirds of the Members, may levy in any assessment year:

(a) **Special Assessments:** Special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or improvement, unexpected repair, replacement or cost in connection with the operation, maintenance, repair, restoration, and management of the Condominium facilities; and

(b) **Unit Assessments:** Unit Assessments against an individual Owner and Unit for the cost of any maintenance, repairs or replacements of the Common Elements arising out of or caused by the willful or negligent act or omission of the Unit Owner, his family, guests or invitees. Upon the failure by the Owner to promptly pay for same or reimburse the Association, as applicable, the Board may levy and assess a Unit Assessment against the Owner and the Units owned.

(c) **Deficiency Assessment:** Assessments for any insufficiency of the annual general assessment for a preceding assessment year to cover the actual costs incurred by the Association in such year.

ARTICLE VI - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

6.1 Contracts. The Executive Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

6.2 Checks. All checks, drafts or other orders for the payment of money, and notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Executive Board.

6.3 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Executive Board may select.

6.4 Gifts. The Executive Board may make or accept on behalf of the Association any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Association.

ARTICLE VII - INDEMNIFICATION

7.1 Indemnification. The Association shall indemnify to the fullest extent now or hereafter permitted by law, any person who was or is made a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action, suit or proceeding, by reason of the fact that such person is or was a Director or officer of the Association, against all expenses (including attorneys' fees and disbursements), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that the Executive Board determines that the person seeking indemnification acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation.

7.2 Successful Defense. Notwithstanding any other provision of this Article 14, to the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph 14.1 of this Article 14, or in defense of any claim, issue or matter therein, such person shall be indemnified by the Association against all expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

7.3 Preservation of Rights. The rights of indemnification provided by this Article shall continue as to any person who has ceased to be a Director or officer of the Association and shall inure to the benefit of the heirs, executors and administrators of such person. Any modification or repeal of this Article shall not have any effect upon the indemnification rights of any person as they relate to any action taken, any failure to take action, or events which occurred prior to the effective date of such modification or repeal.

7.4 Permissive Indemnification and Advancement of Expenses. The Association may, as determined by the Executive Board from time to time and in addition to any indemnity provided under these Bylaws or otherwise, indemnify to the fullest extent now or hereafter permitted by law, any person who was or is a party to or a witness in or is threatened to be made a party to or a witness in, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was an authorized representative of the Association, against all expenses (including attorney's fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding. The Association may, as determined by the Executive Board from time to time, pay expenses incurred by any such person by reason of such person's participation in an action, suit or proceeding referred to in this paragraph 14.4 in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Association.

7.5 Scope of Indemnification. Indemnification under this Article is provided pursuant to the Non-Profit Corporation Law, and this Article is intended to provide indemnification in accordance therewith whether the Association would have the power to so indemnify under any other provisions of other law and whether the indemnified liability arises or arose from any threatened pending or completed action by or in the right of the Association. It is intended that the Association shall indemnify each authorized representative to the maximum extent permitted by law. Consistent with such intent, this Article shall be interpreted as creating an irrevocable contractual obligation of the Association, which shall be for the benefit of each authorized representative, to indemnify each authorized representative to the maximum extent permitted by law. Indemnification under this Article shall not be made by the Association in any case where indemnification for the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by law.

7.6 Insurance; Funding to Meet Indemnification Obligations. The Association shall have the power to purchase and maintain insurance on behalf of any authorized representative of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability. The Executive Board shall have the power to borrow money on behalf of the Association, including the power to pledge the assets of the Association, from time to time to discharge the Association's obligations with respect to indemnification, the advancement and reimbursement of expenses, and the purchase and maintenance of insurance on behalf of each authorized representative.

7.7 Miscellaneous. Each authorized representative of the Association shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested Directors, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Association and shall inure to the benefit of the heirs, executors and administrators of such person. Any repeal or modification of this Article by the Executive Board of the Association shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article.

7.8 Definition of Authorized Representative. For the purposes of this Article, the term "authorized representative" shall mean a Director, officer, employee or agent of the Association or of any subsidiary of the Association, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Association or by any subsidiary of the Association, or a person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Association.

ARTICLE VIII - AMENDMENTS TO BYLAWS & DECLARATION

8.1 Amendments to Bylaws. An amendment to these Bylaws may be proposed by the Executive Board or by Association Members entitled to cast a number of votes of the Association equal to a quorum. At least thirty (30) days written notice with details must be given to all Members of the intention to alter, amend or repeal or to adopt new Bylaws. No amendment, modification or repeal of any provision of these Bylaws shall be made which is inconsistent with the provisions of the Declaration or applicable law. These Bylaws may only be altered, amended or repealed, and new Bylaws may be adopted, by the affirmative vote of at least two-thirds of all Association Members; not simply two-thirds of a quorum. The Board may establish an effective date for the amendments prior to the vote of the Members. If no date has been established by the Board, amendments to the Bylaws will be effective 30(thirty) days after the Secretary has reported the result of the vote to the Board.

8.2 Amendments to Declaration: An amendment to the Declaration may be proposed by vote of two-thirds (i.e., four out of five, three out of four, etc.) of the Executive Board or by Association Members entitled to cast a number of votes of the Association equal to a quorum. At least thirty (30) days written notice with details must be given to all Members of the intention to alter or amend the Declaration. Except as otherwise specified in the Declaration, no amendment to this Declaration shall be adopted unless approved by an affirmative vote of at least two-thirds of all Association Members; not simply two-thirds of a quorum. The President or Vice President, and the Secretary or an Assistant Secretary, may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE IX - TERMINATING THE ASSOCIATION

A proposal to terminate the Association shall be approved by at least two-thirds (i.e., four out of five, three out of four, etc.) of the Executive Board and by at least eighty percent of all Association Members; not simply eighty percent of those attending a meeting at which a quorum is present.