

Spring Meadow Condominium
Association, Inc.

BY-LAWS

- Adopted November 12, 1980
- Revised May 22, 1985
- Amended February 2, 1990
- Amended August 9, 1993
- Amended August 29, 2007

Spring Meadow Condominium Association, Inc.

BY-LAWS

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Spring Meadow Condominium Association, Inc.

BY-LAWS

ARTICLE I

APPLICABILITY, MEMBERS, MEMBERSHIP, and DEFINITIONS

SECTION 1. These By-laws shall be applicable to SPRING MEADOW CONDOMINIUM ASSOCIATION, INC., a non-profit corporation of the State of New Jersey (hereinafter referred to as the "Association"), hereinafter defined, to the community and recreational facilities owned by the Association, and to each condominium which is now or may hereafter be created and declared as part of the condominiums know as Spring Meadow Condominium in Wyckoff, New Jersey (hereinafter referred to as the "Condominium").

SECTION 2. [As Amended August 9, 1993] All present and future owners and tenants, their guests, licensees, servants, agents, employees, and any other person or persons who shall be permitted to use the facilities of the Association or of the Condominiums, shall be subject to these By-laws and to Rules and Regulations issued by the Association to govern the conduct of its members. Ownership, rental, or occupancy of any of the units in the Condominium shall be conclusively deemed to mean that said owner, tenant, or occupant has accepted and ratified these By-laws, and the Rules and Regulations of the Association, and will comply with them. Occupancy is limited to persons 55 years of age or older and the spouses of such persons. When necessary for the care of persons 55 years of age or older, one (1) person other than a spouse, under 55 years of age, is permitted in each household. (Zoning Ordinance No. 1078, Article 3, ¶50.)

SECTION 3. Unless it is plainly evident from the context that a different meaning is intended, as used throughout these By-laws:

- (a) "Member" means the owner or co-owners of a unit in any of the condominiums.
- (b) "Majority of unit owners" means more than fifty percent (50%) of the aggregate in interest of the undivided ownership of the common elements in a particular condominium.
- (c) "Majority of members" means more than fifty percent (50%) of the membership of the Association entitled to vote at any annual or special meeting of the Association.
- (d) "Manager of the Association" means one (1) or more persons duly authorized by the Board of Trustees of the Association ("Board of Trustees" or "Board") to act as its duly authorized representative for specified purposes.
- (e) "Unit" means a part of the Condominium property, division, or interest for any type of individual use, having a direct exit to a public street or way or to a common element or common elements leading to a public street or way or to an easement or right-of-way leading to a public street or way as defined in the Master Deed for the Condominium and including the proposed individual interest in the common elements and in any limited common element assigned thereto in the Master Deed.
- (f) "Unit owner" means the person or persons owning a unit in fee simple.

ARTICLE I (continued)

SECTION 4. Except as otherwise provided, membership in the Association shall be limited to the owners or co-owners of units in the Condominium.

In the event that a member shall lease or permit another to occupy said member's unit, the tenant or occupant shall be permitted to enjoy the recreational and common facilities of the Association but shall not vote in the affairs of the Association except as the member shall permit the tenant or occupant to exercise the proxy vote of the member. Use of the common and recreational facilities of the Association shall be limited to occupants of units and their guests.

In the event that a member shall mortgage said member's unit, the lien of the mortgage shall be deemed to attach to the member's rights, privileges, and obligations in the Association, including the right to vote in the affairs of the Association so that if the member should be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the member's membership in the Association shall automatically terminate and all of the rights, privileges, and obligations of membership shall inure to the mortgagee and its assigns.

Every lawful transfer of the title to the member's unit shall include membership in the Association and upon making such transfer, the previous owner's membership shall automatically terminate.

Except as provided above, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

SECTION 5. Evidence of membership and ownership in the Association shall be a membership card issued to each member of the Association. In the event there is more than one (1) owner of a particular unit, the vote for that unit may be voted by any one (1) of such co-owners. Membership cards shall be surrendered to the Manager of the Association whenever ownership of the unit designated thereon shall terminate.

ARTICLE II

PRINCIPAL OFFICE

[As Amended August 29, 2007] The principal office of the Association shall be located at:
412 Spring Meadow Drive, Wyckoff, New Jersey.

Spring Meadow

ARTICLE III

MEETINGS OF MEMBERS, VOTING

SECTION 1. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Trustees and designated in the notices of such meetings.

SECTION 2. Annual meetings of the members of the Association shall be held on the fourth (4th) Wednesday of May of each year. At each annual meeting, there shall be elected by a ballot of a majority of the members entitled to vote, the Trustees of the Association in accordance with the provisions of Article V, §2 of these By-laws. The members may also transact such other business as may properly come before the meeting.

SECTION 3. The Secretary shall mail notices of annual meetings to each member of the Association, directed to the last known post office address as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than 10 days or more than 30 days before the date of such meeting and shall state the date, time, and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand to the members or left at their respective residences in their absence.

SECTION 4. It shall be the duty of the President to call a special meeting of the members of the Association whenever the President is directed to do so by resolution of the Trustees or upon presentation to the Secretary of a petition signed by 20% of the members entitled to vote at such meeting.

SECTION 5. The Secretary shall mail notice of such special meeting to each member of the Association in the manner provided in §3 of this Article, except that notice of such special meetings shall be mailed not less than five (5) or more than 20 days before the date fixed for such meetings. In lieu of mailing notice as herein provided, such notice may be delivered by hand to the members or left at their respective residences in their absence. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds ($\frac{2}{3}$) of the members present, either in person or by proxy.

SECTION 6. Not less than 30 days prior to the date of any annual or special meeting of the Association, the Secretary shall compile and maintain at the principal office of the Association, an updated list of members and their last known post office addresses. Such list shall also show opposite each member's name the number of the unit owned by each member, respectively. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days up to the date of such annual or special meeting. The Secretary shall also keep current, and retain custody of, the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Trustees.

SECTION 7. Each member in good standing, and entitled to vote, shall be entitled to vote for said member's particular unit provided that where a unit is owned jointly by two (2) or more persons, said vote may not be split among the co-owners, and one (1) co-owner shall be designated to cast the vote of that unit. Cumulative voting shall not be permitted.

ARTICLE III (continued)

SECTION 8. Any member shall be deemed to be in “good standing” and “entitled to vote” at any annual or special meeting of the Association, if and only if, said member shall have fully paid all assessments made or levied against said member and said member’s unit by the Trustees as hereinafter provided, together with all interest, costs, attorney fees, penalties, and other expenses, if any, properly chargeable to said member and against said member’s unit, at least three (3) days prior to the date fixed for such annual or special meetings.

SECTION 9. Except as otherwise provided in these By-laws, the presence in person or by proxy of a majority of the members of the Association shall constitute a quorum at any annual or special meeting of members. If any meeting of members cannot be organized because a quorum has not attended, the members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. In the event of such adjourned meeting, no further notice of the adjourned date need be given to any of the members.

SECTION 10. Votes may be cast either in person or by proxy. Proxies must be in writing on forms prescribed by the Secretary and filed with the Secretary not later than the time appointed for each meeting in the notice thereof.

SECTION 11. [As Amended August 29, 2007] All decisions of the members involving capital expenditures in excess of \$10,000, shall require for passage, affirmative vote of the members representing at least 70% in interest of the undivided ownership of the Condominium as a whole. The Trustees shall govern in the making of capital expenditures, and in other actions, by decision made by the members as provided in this section.

All other decisions shall require for passage, the affirmative vote of at least a majority of the members in good standing and entitled to vote.

SECTION 12. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers and committees.
- (e) Appointment of Inspectors of Election.
- (f) Election of Trustees.
- (g) Unfinished business.
- (h) New business
- (i) Adjournment

ARTICLE IV

OBLIGATIONS OF MEMBERS

SECTION 1. Each member shall perform promptly and at own risk, cost, and expense, all maintenance and repair work with respect to that portion of each unit owned by said member which does not comprise a part of the common elements and which, if omitted, would adversely affect or jeopardize the safety of the Condominium in which said member's unit is located or any part or parts thereof belonging in whole or in part to other members, and each member shall be liable for any damages, liabilities, costs or expenses including attorney fees, caused by or arising out of said member's failure to promptly perform any such maintenance and repair work.

SECTION 2. Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the common elements damaged solely by said member's negligence or by the negligence of that member's tenants, agents, guests, or licensees, promptly upon receipt of the Association's statement therefore.

SECTION 3. Each member is bound to contribute to the common expenses of administration and of maintenance, replacement, and repair of the common elements, to the expenses of administering and maintaining the Association and all of its real and personal property in such proportions and amounts as shall from time to time be fixed by the Trustees, and to any other expense that may be lawfully agreed upon. No member may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the common elements or the community or recreational facilities of the Association or by abandonment of the unit owned by him. For purposes of determining each member's share of the common expenses as herein provided, the Association shall maintain separate accounts for the expenses of administration, maintenance, replacement, and repair of the common elements ("Common Element Expense"). The Common Element Expenses shall then be apportioned among all of the Condominiums and the portion allocated to each Condominium shall be assessed to all units comprising that Condominium in accordance with the percentage of interest in the common elements assigned to each unit.

SECTION 4. [As Amended Feb 2, 1990] Payment by the member of said member's share of the expenses aforesaid shall be made monthly on the first day of each calendar quarter, in the amount from time to time fixed by the Trustees, to the Treasurer of the Association at the principal office of the Association or such other place as shall be designated by the Trustees.

SECTION 5. All charges and expenses chargeable to any unit shall constitute a lien against said unit in favor of the Association, which lien shall be prior to all other lines except (1) assessments, liens and charges for taxes past due and unpaid on the unit, (2) a bona fide mortgage lien (which for purposes of this provision, shall mean a mortgage given for full value received in an arm's length transaction between the titled unit owner and a third party), if any, to which the unit is subject, and (3) any other lien recorded prior to recording the claim of lien. Such lien shall be effective from and after the time of recording in the public records of Bergen County of a claim of lien stating the description of the unit, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of any sums secured by the lien and a preparation fee of twenty-five dollars (\$25.00), the party making payment shall be entitled to a recordable satisfaction of lien

ARTICLE IV (§5, continued)

to be recorded at that individual's sole expense. Liens for unpaid assessments may be foreclosed by suit brought in the name of Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid on the unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The title acquired by any purchaser following any such foreclosure sale shall be subject to all of the provisions of this instrument, By-laws, and Rules and Regulations of the Association, and the Condominium Act of the State of New Jersey, and by so acquiring title to the unit, said purchaser covenants and agrees to abide with and be bound thereby.

SECTION 6. Upon any voluntary conveyance of a unit, the Grantor and Grantee of such unit shall be jointly and severally liable for all unpaid assessments pertaining to such unit duly made by the Association or accrued up to the date of such conveyance, without prejudice to the right of the Grantee to recover from the Grantor any amounts paid by the Grantee but the Grantee shall be exclusively liable for those accruing while said Grantee is the unit owner. Any unit owner or any purchaser of a unit prior to completion of a voluntary sale may require from the Association a certificate showing the amount of unpaid assessments pertaining to such unit and the Association shall provide such certificate within 10 days after request therefore. The holder of a mortgage or other lien on any unit may request a similar certificate with respect to such unit. Any person other than the unit owner at the time of issuance of any such certificate who relies upon such certificate shall be entitled to rely thereon and said person's liability shall be limited to the amounts set forth in such certificate.

SECTION 7. If a holder of a first mortgage of record or other purchaser of a unit acquires title to such unit as a result of foreclosure of the first mortgage, such acquirer of title, said acquirer's successors and assigns, shall not be liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses and other assessments shall be deemed to be common expenses collectible from all of the remaining unit owners including such acquirer, said acquirer's successors and assigns.

SECTION 8. All units shall be utilized for residential purposes only. A member shall not make structural modifications or alterations in said member's unit or installation located therein without the consent of the Trustees.

SECTION 9. The Association shall have the irrevocable right, to be executed by the Trustees or Manager of the Association, to have access to each unit from time to time during reasonable hours with notice, except in an emergency, as may be necessary for the maintenance, repair, or replacement of any other common elements therein or accessible there from or for making repairs therein necessary to prevent damage to the common elements or to another unit or units.

SECTION 10. Each member shall comply strictly with these By-laws and with the Association's Rules and Regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with the covenants conditions and restrictions set forth in the Master Deed or in the deed to said member's unit. Failure to comply with any of the same shall be grounds for a civil action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association on behalf of the unit owners.

ARTICLE V

BOARD OF TRUSTEES

SECTION 1. [As Amended August 29, 2007] The affairs of the Association shall be governed by a Board of Trustees consisting of seven (7) persons each of whom shall be a member of the Association and at least one (1) of whom shall be a resident of the State of New Jersey. The Board of Trustees will be elected pursuant to Article V of the Articles of Incorporation of the Condominium Association.

SECTION 2. [As Amended August 9, 1993] At each annual meeting, four (4) trustees shall be elected to serve for terms of three (3) years, except every third year when only three (3) Trustees shall be elected. Trustees shall serve without compensation.

SECTION 3. [As Amended February 2, 1990] If the office of any Trustee shall become vacant by reason of said Trustee's death, resignation, retirement, disqualification, removal from office, or otherwise, the remaining Trustees, at a special meeting duly call for such purpose, shall choose a successor who shall hold office until the next annual meeting of the members and such successor's reelection or the election of another successor at such meeting. The person then so duly elected at the annual meeting shall serve for the remainder of the unexpired term in respect to which such vacancy occurred.

SECTION 4. Except as provided for in §1 of this Article, members of the Association may be nominated for elections to the Board of Trustees in one (1) of the following ways:

- (a) The President of the Association shall appoint a nominating committee of not less than three (3) members who shall be charged with the responsibility of drawing up a slate of qualified candidates.
- (b) In the event that an Association member has been previously appointed or elected as Trustee in accordance with §3 of this Article, said member shall be deemed to have been nominated for re-election to that position by signifying said member's intention to seek re-election in writing addressed to the Board of Trustees.
- (c) In the event that an Association member who has not previously held the position of Trustee desires to run for election to that position, and said member's name has not been placed on the slate by the nominating committee, that member shall be deemed to have been nominated for election as a Trustee upon that member's filing with the Board of Trustees a written petition of nomination bearing the genuine signatures of not less than 20 members of the Association.

SECTION 5. A Trustee may be removed, with or without cause, by the affirmative vote of two-thirds ($\frac{2}{3}$) of the members at any annual or special meeting of members duly called for such purpose.

SECTION 6. The first organizational meeting of each newly elected Board of Trustees shall be held not later than 20 days from the date of the annual meeting at which they were elected.

SECTION 7. Regular meetings of the Board of Trustees may be held at such time and place permitted by law as from time to time may be determined by the Trustees. Notice of regular meetings of the Board shall be given to each Trustee personally, by telephone, by electronic mail ("email"), or by United States Postal mail with postage prepaid, directed to each Trustee's last known email or post office address as the same appears on the records of the Association, at least five (5) days before the date appointed for such meeting. Such notice shall state the date, time, and place of such meeting and the purpose thereof.

ARTICLE V (continued)

SECTION 8. Special meetings of the Board of Trustees may be called by the President of the Association on three (3) days written notice to each Trustee given in the same manner as provided in §7 of this Article. Special meetings of the Board shall be called by the President or the Secretary in like manner upon the written request of any two (2) Trustees.

SECTION 9. Before any meeting of the Board of Trustees, whether regular or special, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall likewise constitute a waiver by said Trustee of such notice. If all Trustees are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law or these By-laws.

SECTION 10. Any action by the Board of Trustees may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 11. At all duly convened meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By-laws or by law, and the acts of the majority of the Trustees present at such meeting at which a quorum is present shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees, there shall be less than a quorum present, the Trustee or Trustees present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice to any Trustee.

SECTION 12. The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of Spring Meadow Condominium and may do or cause to be done all such other lawful acts and things as are not, by law, by these By-laws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others. In the performance of its duties as the administering body of the Association and of the Condominiums of Spring Meadow Condominium, the Board of Trustees shall have powers and duties, including, but not limited to, the following:

- (a) The operation, maintenance, cleaning, sanitation, renewal, replacement, care, upkeep, protection and surveillance of the buildings in each Condominium, services and the common and recreational facilities, private roadways and all other property, real or personal, of the Association;
- (b) Consistent with law, to fix the common expenses and assess the same against the units and members in such fair and equitable proportions and amounts as shall from time to time be deemed necessary to the proper functioning of the Condominiums and the Association;
- (c) By majority vote of the Board of Trustees to adjust or increase the amount of any such assessments and to levy and collect in addition thereto, special assessments in such amounts as the Board may deem proper, whenever the Board of is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs, or additional expenses, or because of emergencies;

ARTICLE V (§12, continued)

- (d) To use and expend any sums collected from such assessments or levies for the operation, maintenance, renewal, care, upkeep, surveillance and protection of the common elements, common and recreational facilities, and private roadways of the Association and all of its real and personal property;
- (e) To require all officers and employees of the Association handling or responsible for funds of the Association or funds in its possession or under its control to furnish adequate fidelity bonds, in form, penalties and with corporate surety satisfactory to the Board of Trustees. The premiums on such bonds shall be paid by the Association as part of the common expenses;
- (f) To pay all taxes and assessments levied or assessed against any property of the Association, exclusive of any taxes or assessments levied against any unit or otherwise properly chargeable to the owners thereof;
- (g) To employ and dismiss such clerks, stenographers, workers, janitors, gardeners, watchmen, and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials, and supplies, as in the opinion of the Board of Trustees may from time to time be necessary for the proper operation and maintenance of the Condominium, and the common and recreational facilities of the Association, except the portions thereof required to be maintained by owners of units. The Board of Trustees may also employ a Manager for the Association at such compensation as may be established by the Board to perform such duties and services as the Board may lawfully delegate;
- (h) To enter or cause to be entered any unit when deemed necessary for or in connection with the operation, maintenance, repair, renewal, or protection of any common elements, or to prevent damage to the common elements of any units, or in emergencies, provided that such entry and work shall be done with as little inconvenience as possible to the owner and occupants of such units. Each owner shall be deemed to have expressly granted such rights of entry by accepting and recording the Deed to said owner's unit;
- (i) To serve as Managing Agent of Spring Meadow Condominium and to do or cause to be done all such acts and things which the unit owners could lawfully do pertaining to said Condominium;
- (j) To collect delinquent taxes or assessments made by the Association through the Board of Trustees against any units and the owners thereof, together with such costs and expenses incurred in connection therewith, including, but not limited to, court costs and attorney fees, whether by suit or otherwise, to abate nuisances and enforce observance of the rules and regulations relating to the Condominium, by injunction or such other legal action or means as the Board of Trustees may deem necessary or appropriate;

ARTICLE V (§12, continued)

(k) The Board of Trustees may take disciplinary action against any member of the Association for breach of any covenant or restriction as provided herein. Disciplinary action authorized hereunder may consist of any or all of the following:

1. A fine, not to exceed one-hundred dollars (\$100.00) for each breach of restriction;
2. Suspension of the right to use any of the common facilities owned, operated, or managed by the Association for a period not to exceed 30 days for each such breach.

Prior to any disciplinary action being taken, the member against whom such action is proposed shall be entitled to a hearing before the Board of Trustees at least five (5) days after the mailing of written notice of the time and place thereof and the nature of the breach charged against said member. A member of the Association shall have the right to appear at said hearing in person, to be represented by counsel, and present evidence in said member's behalf.

At the conclusion of the hearing and in any event not later than 10 days thereafter, the decision of the Board of Trustees shall be rendered in writing with a copy to be delivered personally or sent by registered or certified mail to the member involved, setting forth the determination of the Board of Trustees with respect to the breach of the restriction a charged and the disciplinary action to be imposed, if applicable.

Failure to pay any fine within five (5) days after imposition thereof shall constitute a separate offense.

In addition to the remedies specified herein, a member shall be liable to the Association for reasonable attorney fees incurred in enforcing the within action.

- (l) To employ or retain legal counsel, engineers, accountants, and such other professional consultants as may be deemed advisable or necessary and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board of Trustees for any proper purposes of the Association, including, but not limited to, those hereinbefore or hereinafter referred to in these By-laws;
- (m) To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Trustees may deem appropriate from time to time and as may be consistent with good accounting practices;
- (n) To render to the membership full accounting of the books and accounts of the Association to be made by a competent accountant at the end of each fiscal year, and at such other time or ties as may be deemed necessary;
- (o) To maintain accounting records in accordance with Generally Accepted Accounting Principles;
- (p) To make, and to enforce compliance with, such reasonable rules and regulations relative to the operation, use, and occupancy of the units, common elements and Association facilities, and to amend the same from time to time which, when approved by appropriate resolutions, shall be binding on the owners and occupants of units, their successors in title and assigns. A copy of such rules and regulations and copies of any amendments thereof shall be delivered or mailed to each owner of a unit promptly upon the adoption thereof;

ARTICLE V (§12, continued)

- (q) 1. The Board of Trustees shall keep the buildings and other improvements, including especially the common elements and all building, fixtures, equipment, and personal property owned by the Association, insured for the benefit and protection of the Association and the owners of the units and their respective mortgagees as their interests may appear, in amounts equal to their maximum insurable values, excluding foundations and excavation costs, as determined annually by the insurance carrier or carriers, against the following hazards, casualties, or contingencies:
- a. Loss or damage by fire and other casualties covered by a standard extended coverage endorsement.
 - b. Such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other buildings, fixtures, and equipment similar in construction, design, use, and location to the buildings and other property hereinbefore mentioned. All such policies shall provide that in the event of loss or damage, the proceeds shall be payable to the Association. There shall be attached to each such policy a mortgagee or lender's loss payable clause in form satisfactory to a majority of the mortgagees or beneficiaries under the first mortgages on units of the Condominium. Such majority shall consist of the holders of the bonds or notes representing fifty-one percent (51%) of the value of the bona fide mortgages on the respective units embraced in said Condominium at the time the policies became effective. The Association shall pay the premiums on such policies as common expenses. Nothing herein contained shall be deemed to prejudice the right of the owner of any unit to take out and maintain at said owner's own expense any additional insurance on the unit owned by said owner.
2. The Board of Trustees shall also maintain public liability insurance insuring the Association and its members against liability for any negligent act of commission or omission attributable to the Association or any of its members and which occurs on or in any of the common elements of the Condominium or the community or recreational facilities of the Association. The Board shall also maintain workers' compensation insurance, boiler, glass, burglary, theft, and such other insurance as will protect the interest of the Association, its employees, the members, and mortgagees. All insurance premiums shall be paid by the Association as common expenses.

ARTICLE VI

DAMAGE TO BUILDINGS, RECONSTRUCTION, SALE, OBSOLESCENCE

SECTION 1. In the event of fire or other disaster or casualty resulting in damage to the buildings and common elements of any one (1) or more of the Condominium less than two-thirds ($\frac{2}{3}$) of the value of the Condominium or Condominiums, the net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement. Where the insurance indemnity is insufficient to cover the cost of reconstruction or replacement, the new building costs shall be paid by all of the co-owners, in proportion to the value of their respective units. If any of the co-owners shall refuse to make such payments, the Board of Trustees shall levy an assessment in an amount proportionate to the value of the units in the Condominium, the proceeds of such assessment being paid with the insurance indemnity to the Association for the purpose of covering the costs of repair and replacement. In the event any owner shall fail to respond to the assessment by payment thereof within a reasonable time, the Association shall have authority to cause such restoration or reconstruction to be accomplished and to charge the cost thereof, less all applicable insurance credits, to the owners of units in the proportions mentioned. Such costs, less insurance credits, shall constitute a lien against the unit of such owner and may be enforced and collected in the same manner as all other liens as herein provided. The provisions of this Section may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster or casualty occurred.

SECTION 2. In the event of a total destruction of the entire Condominium or Condominiums, or if the common elements are damaged or destroyed to more than two-thirds ($\frac{2}{3}$) of the Condominium or Condominiums, the majority of the unit owners of the said Condominium or Condominiums may elect to reconstruct or replace the said buildings and common elements. In the event of an election to reconstruct or replace, payment of the costs thereof shall be made as provided in the preceding Section of this Article.

If the unit owners shall elect not to reconstruct or replace, seventy-five percent (75%) or more of the unit owners of the said Condominium or Condominiums, with the consent of all of the mortgagees holding first mortgages on the units within said Condominium or Condominiums, may elect, at a duly called meeting of said unit owners, to sell the entire Condominium or Condominiums for cash or upon terms. In the event the election is made to sell, the covenants against partition contained in the Master Deed shall become null and void and the said owner or owners shall be entitled to convey their interest in the Condominium or Condominiums and may invoke relief in a Court of Chancery to compel such a sale and partition against those owners who shall have refused to approve such a sale and partition.

All sums received from insurance shall be combined with the proceeds of sale of the Condominium or Condominiums. After providing for all necessary costs and expenses, including court costs and reasonable attorney fees in the event of any litigation necessary to compel any owner or owners to join in a conveyance of their interests in the Condominium or Condominiums, distribution of the combined funds shall be made to the owner or owners of the units in the said Condominium or Condominiums, in accordance with their respective undivided interest in the common elements as set forth in the Master Deed creating the particular Condominium or Condominiums, subject only to the rights of outstanding mortgage holders.

Except as provided in this Section, the common elements, both general and limited, shall remain undivided and shall not be the subject of an action for partition or division of the co-ownership.

ARTICLE VI (continued)

SECTION 3. In the event the Board of Trustees shall determine that the existing buildings in any Condominium or Condominiums are obsolete, the Board, at any meeting of the unit owners, may call for a vote by said unit owners to determine whether or not the entire Condominium or Condominiums should be placed on the market and sold. In the event one-hundred percent (100%) of the unit owners, with the consent of all first mortgagees, determine that the property should be sold, the applicable provisions of the preceding Section pertaining to sale of the property shall become effective.

SECTION 4. In the event that the Board of Trustees shall determine that any of the community and recreational facilities or any other real or personal property of the Association is obsolete, the Board, at any regular or special meeting of the members of the Association, may call for a vote by the Association membership to determine whether or not the said property should be demolished or replaced. In the event one-hundred percent (100%) of the Association membership, with the consent of all mortgagees, shall determine that the said property should be demolished and replaced, the costs thereof shall be assessed against all of the members of the Association equally.

SECTION 5. If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among the unit owners in proportion to each unit owner's undivided interest in such common elements, except to the extent that the Association deems it necessary or appropriate to apply them to the repair or restoration of any such injury or destruction.

ARTICLE VII

OFFICERS

SECTION 1. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer. The Secretary may be eligible to the office of Treasurer. The President and Vice-President shall be members of the Board of Trustees. An Assistant Secretary, who need not be a member of the Board of Trustees, may be appointed by the Board of Trustees.

SECTION 2. The officers of the Association shall be elected annually by the Board of Trustees at the organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Trustees and may be removed, either with or without cause, and said officer's successor elected, at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the members of the Board. The Board of Trustees may, from time to time, appoint such other officers as in its judgment are necessary.

SECTION 3. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Trustees. The President shall have the general powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time as said President may deem appropriate, to assist in the conduct of the affairs of the Association. The President shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Trustees to another officer or agent of the Association.

SECTION 4. The Secretary shall attend all meetings of the Board of Trustees and all meetings of the members, and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform the duties for any committees when required. The Secretary shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of Secretary, including the sending of notice of meetings to the members, the Board of Trustees, and committees, and such other duties as may be prescribed by the By-laws or by the Board of Trustees or the President. The Secretary shall also have custody of the corporate seal and, when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate.

SECTION 5. The Treasurer shall have the responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Trustees. The Treasurer shall disburse the funds of the Association as may from time to time be ordered by the Board or by the President, and shall render to the President and the Trustees at the regular meetings of the Board or whenever they or any of them shall require, an account of the transactions made as Treasurer and of the financial condition of the Association.

SECTION 6. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND TRUSTEES

The Association shall indemnify every Trustee and every officer, their heirs, executors, and administrators, against all loss, costs, and expenses, including counsel fees reasonably incurred in connection with any action, suit, or proceeding to which said Trustee or said officer may be made a party by reason of said Trustee being or having been a Trustee or officer of the Association, except as to matters as to which said Trustee or said officer shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter 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 in the performance of the person's duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which the Trustee or officer may be entitled. All liability, loss, damage, cost, and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions, shall be treated by the Association as common expenses, provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member or owner of a unit who is or has been a Trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by said Trustee or said officer under and by virtue of that individual's membership in the Association or as a member or owner of a unit in any Condominium or Condominiums. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees from their fiduciary responsibilities.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January in each year.

Spring Meadow

ARTICLE X

CORPORATE SEAL

The corporate seal of the Association shall consist of two (2) concentric circles between the circumferences of which shall be inscribed the name, "SPRING MEADOW CONDOMINIUM ASSOCIATION, INC." and within the circumference of the inner circle the words, "Incorporated, New Jersey" and the year of incorporation.

Spring Meadow

ARTICLE XI

AMENDMENTS TO BY-LAWS

These By-laws, and the form of administration set forth herein, may be amended from time to time by the affirmative vote of the members representing two-thirds ($\frac{2}{3}$) of the Association membership entitled to vote at such meeting where amendments to these By-laws are being considered within the limitations prescribed by law, provided, however, that any amendment proposed during the time period specified in Article V §1 of these By-laws must receive the concurrence of the majority of the Board of Trustees. No amendment shall be effective until recorded in the public records of Bergen County, NJ.

[As Amended August 29, 2007, ARTICLE XI, SECTION 2 is eliminated.]

ARTICLE XII

DISSOLUTION

SECTION 1. In the event it shall be deemed advisable and for the benefit of the members that the Association should be dissolved, the procedures concerning dissolution set forth in Chapter 1, Section 20, of Title 15 of the Revised Statutes of the State of New Jersey, entitled "Corporations and Associations Not For Profit," shall be followed.

SECTION 2. In the event of dissolution, the assets, including common surplus, if any, of the Association, after payment of all debts including mortgages and other encumbrances, shall be distributed to the members of the Association in accordance with their percentage of ownership therein.

Spring Meadow

ARTICLE XIII

COMMITTEES

SECTION 1. There shall be two (2) outstanding committees: Officers, and Finance, all of whose powers and duties shall be prescribed by the Board of Trustees. The Board may establish such additional standing committees as it deems necessary.

SECTION 2. The Board of Trustees may establish such special committees as it deems necessary.

Spring Meadow

ARTICLE XIV

MISCELLANEOUS

SECTION 1. The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances, and unless so authorized by the Board of Trustees, no officer, agent, or other person shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

SECTION 2. The Association shall keep in its principal office the original or a copy of these By-laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the members at all reasonable times during office hours.

SECTION 3. The membership registers and minutes of proceedings of the members and Trustees shall be open to inspection upon demand of any member at any reasonable time during office hours, and for a purpose reasonably related to such person's interest as a member.

SECTION 4. The rules contained in Robert's Rules of Order, as revised, shall govern all members' meetings and Trustees' meetings of the Association, except in instances of conflict between said Rules of Order and the Articles or By-laws of the Association or provisions of law.

SECTION 5. Number and gender as used in these By-laws shall extend to and include both singular and plural and all genders as the context and construction may require.

ADDENDUM NO. 1

MONTHLY OPERATION AND MAINTENANCE CHARGES

The Board of Trustees of Spring Meadow Condominium Association, Inc. has determined that all units shall be similarly charged for the operation and maintenance of Spring Meadow Condominium. The amount of these charges and the method of payment by owner-members shall be subject to amendment from time to time by the Board of Trustees as provided in the By-laws.

The monthly charges above shall be used by the Association to provide the following benefits to the owner-members:

- A. Painting, repairs, and replacement of damaged unit buildings, including all of the common elements thereof, but not including painting or decorating of the interior of units.
- B. Painting, decorating, repairs, and replacement of damaged common recreational facilities and buildings, both exterior and interior.
- C. Payment of assessments and mortgages, if any, on common and recreational facilities of the Association.
- D. Maintenance of the common grounds, walks, roadways, and landscaping of the common and recreational facilities of the Association.
- E. Maintenance of the common grounds, walks, roadways, and landscaping of the common elements of all Condominiums.
- F. Maintenance and repairs of common plumbing lines and fixtures and electrical wiring in units.
- G. Operation of the following facilities for the use and enjoyment of members: ~~paddle~~ bocce ball and tennis courts, a community hall which shall be air conditioned, a kitchen area, and multi-purpose room.
- H. Payment of all utilities for common and recreational facilities of the Association.
- I. Replacement of personal property of the Association.
- J. Cable television will be available at the owner's expense ~~through UA Columbia.~~
- K. Trash and snow removal.
- L. Fire, extended coverage, workers' compensation, theft, and public liability insurance covering all the common and recreational facilities of the Association and the common elements of the Condominiums but not including personal liability and personal property of the individual owner-members.
- M. Administrative expenses of the Association, including salaries for all paid employees of the Association (Manager, guards, janitors, groundskeepers, clerical personnel, etc.)