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CODE OF REGULATIONS AND BYLAWS  
OF BURNBRAE CONDOMINIUM ASSOCIATION

ARTICLE I

Section 1.1. Name. The name of the Association shall be BurnBrae Condominium Association (hereinafter sometimes referred to as the "Association").

Section 1.2. Code of Regulations and By-Laws. The following provisions shall constitute the Code of Regulations (as referred to in the Delaware Unit Properties Act, 25 Del.C. §2206) governing the Burnbrae Condominiums at Wilton established pursuant to the Declaration of Condominium and the Declaration Plan of BurnBrae Condominiums at Wilton, as recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, and shall also constitute the By-Laws for the governance of the BurnBrae Condominium Association established by the Certificate of Incorporation of BurnBrae Condominium Association, also recorded as aforesaid.

Section 1.3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the recorded Declaration as to certain portions of Section B, Centennial Village, and in the recorded Declaration of Restrictions for BurnBrae Condominiums at Wilton (said Declarations, as amended, renewed, or extended from time to time, are hereinafter sometimes referred to as the "Declaration" or the "Declaration of Restrictions" respectively),

and in the recorded Declaration Plan of BurnBrae Condominiums at Wilton (hereinafter sometimes referred to as the "Declaration Plan"), and in the recorded Certificate of Incorporation of BurnBrae Condominium Association (hereinafter sometimes referred to as the "Certificate of Incorporation"), unless the context clearly states otherwise herein.

## ARTICLE II

Section 2.1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors of the Association (the "Board").

Section 2.2. Annual Meetings. The first meeting of the members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association and not later than nine (9) months after the closing of the sale of the first condominium unit in BurnBrae Condominiums at Wilton (a "Unit"). The next annual meeting shall be set by the Board of Directors of the Association so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent regular annual meetings of the members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the members shall be held at a date and time as set by the Board.

Section 2.3. Special Meetings. The President may call special meetings of the Association. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least five (5%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the owner of record of each Unit a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held; if an owner wishes notice to be given at an address other than his or her Unit, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting. X

Section 2.5. Waiver of Notice. Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such

meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 2.6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of

enough members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the members required to constitute a quorum.

Section 2.7. Voting. The voting rights of the members shall be as set forth in the Declaration of Condominium and Certificate of Incorporation, and such voting rights provisions are specifically incorporated herein.

Section 2.8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Residential Unit or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a member or upon the expiration of eleven (11) months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

Section 2.9. Majority of Owners. As used in these Bylaws, the term majority shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 2.10. Quorum. Except as otherwise provided in these Bylaws or in the Certificate of Incorporation, the presence in person or by proxy of one-third (1/3) of the members shall constitute a quorum at all meetings of

the Association. Any provision in the Certificate of Incorporation concerning quorums is specifically incorporated herein.

Section 2.11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 2.12. Action without a Meeting. Any action which may be taken by the vote of members at a regular or special meeting, except the election of Board members, may be taken without a meeting as and to the extent permitted by Delaware law.

### ARTICLE III

Section 3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors (which shall be the Council of Unit Owners as referred to in the Delaware Unit Properties Act). Except as provided in Section 3.2 of this Article, the Directors shall be members of the Association or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 3.2. Directors during Declarant Control. The initial Board of Directors shall be elected by the Declarant (as defined in the Declaration) acting in its sole

discretion and shall serve at the pleasure of the Declarant. The Directors elected by the Declarant need not be owners or residents in BurnBrae Condominiums at Wilton. So long as the Declarant shall be the owner of one or more unsold condominium units, the Declarant shall be entitled to elect a majority of the Board of Directors, and this right shall not be changed by any amendment of these By-Laws without the written consent of the Declarant; provided, however, that this right shall terminate three (3) years from the date of incorporation of the Association. After the termination of the period of Declarant majority control, all Directors must be members of the Association (or spouses of such members) and shall be elected by vote of the membership as provided in Section 3.5 hereinbelow.

Section 3.3. Number of Directors. The number of Directors of the Association shall be not less than three (3) and not more than nine (9), as the Board of Directors may from time to time determine by resolution. The initial Board shall consist of three (3) members as follows: Raymond Kennedy and Mark Voluck, each having an address of P. O. Box 712, Valley Forge, Pennsylvania 19482, and Daniel L. Klein, having an address at P. O. Box 551, Wilmington, Delaware 19899.

Section 3.4. Nomination of Directors. Except with respect to Directors elected by the Declarant, nominations for election to the Board of Directors shall be made by a

Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more members of the Association. A Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 3.5. Election and Term of Office. At the first annual meeting of the membership three (3) Directors shall be elected. Cumulative voting shall not be permitted.

Section 3.6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors (other than a member appointed by the Declarant) may be removed, with or without cause, by a majority vote of all of the members of the Association, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10)



days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present.

Section 3.7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board (subject to the Declarant's right under 3.2). Each person so elected shall serve the unexpired portion of the vacated term.

Section 3.8. Voting Procedure for Directors. The first election of the Board shall be conducted at the first meeting of the Association. At such election, the members may cast as many votes as they are entitled to exercise under the provisions of the Declaration of Condominium and the Certificate of Incorporation for the election of such number of Directors as the members are entitled to elect. The persons receiving the largest number of votes shall be elected. Voting for Directors shall be by secret written ballot.

Section 3.9. Organization Meetings. The first meeting of the members of the Board of Directors following

each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 3.10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be posted at a prominent place and shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.11. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by

telegram, charges prepaid, All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting. Notices shall be posted at a prominent place not less than seventy-two (72) hours prior to the scheduled time of the meeting.

Section 3.12. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.13. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of

business, and the votes of a majority of the Directors present at a meeting at which quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.14. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 3.15. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 3.16. Open Meetings. All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

Section 3.17. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 3.18. Action without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors.

Section 3.19. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties set forth in the Certificate of Incorporation or otherwise necessary or appropriate for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration of Condominium, Certificate of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members.

In addition to the powers granted and duties imposed by the Certificate of Incorporation and these Bylaws, or by any resolution of the Association that may be hereafter

adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; (Unless otherwise determined by the Board of Directors, the annual assessment for the members' proportionate shares of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.)

(c) providing for the operation, care, upkeep, and maintenance of all the common areas, amenities and facilities;

(d) designating, hiring, and dismissing the personnel necessary for the administration, operation, maintenance, repair, and replacement of the Association, its property, and the common areas, amenities and facilities, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the common areas, amenities and facilities, in accordance with the other provisions of the Declaration of Condominium and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, the Declaration of Restrictions, the Declaration Plan, the Certificate of Incorporation, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration of Condominium, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its members and not chargeable to owners; and

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its

administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the owners and mortgagees, their duly authorized agents, accountants or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices.

(m) making available to any prospective purchaser of a Unit, any owner of a Unit, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Unit, current copies of the Declaration, the Declaration of Restrictions, the Declaration Plan, the Certificate of Incorporation, the Bylaws, rules governing the Residential Units, and all other books, records, and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the common areas reasonably necessary to the ongoing development or operation of the property.

**Section 3.20. Management Agent.**

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall



authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 3.19 of this Article III. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

(c) The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

Section 3.21. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures. Cash disbursements

shall be limited to amounts of One Hundred Dollars (\$100.00) and under.

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at the end of the month in which the first Residential Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing:

(i) an Income Statement reflecting all income and expense activity for the preceding three (3) months on an accrual basis;

(ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding three (3) months on an accrual basis;

(iii) an Account Status Report reflecting the status of all accounts in an actual versus approved budget

format with a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts);

(iv) a Balance Sheet of an accounting date which is the last day of the month closest in time to three (3) months from the date of closing of the first sale of a Unit, and an Operating Statement for the period from the date of the first closing to the said accounting date, which shall be distributed within sixty (60) days after the accounting date;

(v) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year; and

(vi) a Delinquency Report listing all owners who have been delinquent during the preceding three (3) month period in paying the monthly installments of assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent. A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month.

Section 3.22. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of

*fiscal year = calendar year  
per C. White 3-24-07*

repair or restoration of the common areas and amenities and facilities without the approval of the members of the Association; provided, however, the Board shall obtain membership approval for special assessments in the event that the proposed borrowing is for the purpose of constructing, modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 3.23. Contracts of the Association. With respect to the common areas or other Association responsibilities, and in accordance with the Certificate of Incorporation and Bylaws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other home owners or residents associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

Section 3.24. Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a member or other occupant for violations of covenants, the Declaration of Restrictions, the Declaration

of Condominium, or promulgated rules and regulations, unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee (defined below) in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and

(iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

Section 3.25. Prohibited Acts. The Board of Directors shall not take any of the following actions except

with the written consent of a majority of the total votes of the Association:

- (a) incurring aggregate expenditures for capital improvements to the common areas or amenities or facilities in any fiscal year in excess of five (5%) percent of the budgeted gross expenses of the Association for that fiscal year;
- (b) selling during any fiscal year property of the Association having an aggregate fair market value greater than five (5%) percent of the budgeted gross expenses of the Association for that fiscal year;
- (c) paying compensation to members of the Board or to the officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association;
- (d) levy special assessments which in the aggregate exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year;
- (e) enter into a contract with a third person wherein the third person will furnish goods or services for the common areas or amenities and facilities or the Association for a term longer than one (1) year with the following exceptions:

(i) a management contract, the terms of which have been approved by the Declarant;

(ii) a contract with a public utility company, if the rates charged for the materials or services are regulated by a public entity; provided, however, the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; and

(iii) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration, provided that the policy permits short rate cancellation by the insured.

#### ARTICLE IV

Section 4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 4.2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected



annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise

specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

#### ARTICLE V

Section 5.1. Committees. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 5.2. Covenants Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, the Declaration of Restrictions, these Bylaws, and rules or resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

## ARTICLE VI

Section 6.1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 6.2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Delaware law, the Certificate of Incorporation, the Declaration of Condominium, or these Bylaws.

Section 6.3. Conflicts. If there are conflicts or inconsistencies between the provisions of Delaware law, the Declaration of Condominium, the Certificate of Incorporation, and these Bylaws, the provisions of Delaware law, the Declaration of Condominium, the Certificate of Incorporation, and the Bylaws (in that order) shall prevail.

### Section 6.4. Books and Records.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the members, the Board, and committees shall be made available for inspection and copying by any member of the Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a member at the office of the Association or at such other place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records by the member desiring to make the inspection;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested by a member.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 6.5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

- (a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such owner; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the owners pursuant to this Section.

Section 6.6. Amendment. These Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total votes of the Association.

*Also See Article XII  
pg. 9 "Amendments"*

Section 6.7. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's audit at the annual meeting, the Owners, by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

Section 6.8. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by, or imposed upon, any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be a party by reason of

being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. This obligation of the Association shall be a common expense and, to the extent necessary, shall be funded by special assessment pursuant to Section 3.19(b), which shall be exempt from the consent requirement of Section 3.25(d). The Association may, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

We, the undersigned, being all the Directors of  
) BurnBrae Condominium Association, do hereby certify:

That we are entitled to exercise all the voting  
power of said Corporation; and

That we hereby assent to the within and foregoing  
Code of Regulations and Bylaws and hereby adopt the same as  
the Code of Regulations and Bylaws of said Corporation.

IN WITNESS WHEREOF, we have hereunto set forth our  
names and seals of as of the \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Witness:

DIRECTOR:

_____	_____ (SEAL)
	Daniel L. Klein
_____	_____ (SEAL)
	Raymond Kennedy
_____	_____ (SEAL)
	Mark Voluck