

AMENDED BY-LAW DOCUMENT

Article 1: Purpose and Definitions

These Bylaws will provide the basis for the Valley Green Village West Recreation Association, Inc. (hereinafter "VGVWRA" or "Association" or "Village of Valley Green") to administer the Covenants and any amendment to the Covenants, as well as to set down additional facts, rules, and procedures as are needed to interpret and enforce the Covenants' intent and provisions. Also, as provided by Covenant #20, Section B, the maintenance and recreation program shall be administered by the same Association.

Throughout these Bylaws, the following definitions will apply:

"Covenants." The Declaration of Restrictive Covenants and Charges upon the Land as recorded in the Office for Recording of Deeds, for the County of York, Pennsylvania.

"Default." For the purposes of these Bylaws, Covenants, and all other governing documents of VGVWRA, "Default" shall mean the violation of or failure to comply with (1) any stated rule, covenant, or agreement set forth in these Bylaws or any governing document; or (2) any federal, state, or local law, ordinance, or regulation.

"Landlord." For the purposes of these Bylaws, the Covenants, and all other governing documents of VGVWRA, "Landlord" shall mean the legal owner(s) of a lot.

"Member." For the purposes of these Bylaws, the Covenants, and all other governing documents of VGVWRA, "Member" shall mean every person who owns any legal or equitable interest in any lot in Valley Green Village West.

"Single Family." For the purposes of these Bylaws, the Covenants, and all other governing documents of VGVWRA, "Single Family" shall mean the immediate family of the lot owner consisting of parents/legal guardians and any children (whether by blood or adoption). Single family shall also be defined by the definition employed by the Federal Government.

"Special Assessment." For the purposes of these Bylaws, Covenants, and all other governing documents of VGVWRA, "Special Assessment" shall mean any assessment levied upon a lot which is outside of the standard fees/dues.

"Tenant." For the purposes of these Bylaws, Covenants, and all other governing documents of VGVWRA, "Tenant" shall mean only an individual who has entered into an agreement with a Landlord to rent a lot for a set period of time, a copy of which agreement has been provided to the Association at inception of the rental term.

"Valley Green Village West." As defined by Exhibit A of the Covenants.

Article II: Offices

1. The registered office of the Association shall be at 2 N. Conley Lane, Etters, PA 17319, c/o Austin Law Firm LLC, 226 East Market St., York, PA 17401, or such other offices as Austin Law may have in the future.
2. The Association may also have offices at such other places as the Board of Directors may from time to time appoint or the activities of the Association may dictate.

Article III: Members

1. **Membership:** Every person who owns any legal or equitable interest in any lot in Valley Green Village West, hereafter "VGVW," shall be a Member of the Association. Membership shall be a right and an obligation and cannot be separated from the ownership of any lot. A Member may by power of attorney or proxy, designate another eligible Member in his or her stead to exercise a vote but cannot give a power of attorney or proxy to a Tenant not entitled to vote pursuant to these Bylaws. However, at any one meeting, no person may cast votes representing more than five lots in which he or she has no legal or equitable interest. Membership shall be transferred automatically when the owner transfers ownership of his or her lot to a new owner, even though such conveyance does not make mention of the membership rights of the Association. Membership in the Association shall be confined to the owners of lots in VGVW. Membership shall not apply to those persons or entities holding an interest in any lot merely as security for the performance of an obligation to pay money.
2. **Votes:**
 - a. The ownership of each lot shall be entitled to one vote. Therefore, when two or more Members share the ownership of a single lot, the Judge of Elections may, at his/her discretion, require the voting Member to present a duly executed proxy or power of attorney signed by all other Members who share ownership in the particular lot represented. Refusal by the voting Member to produce such proxy or power of attorney, when requested, will render that particular vote invalid. Ownership of more than one lot shall entitle the owner(s) to one vote for each lot thus owned. If the owner(s) of a lot wishes, he or she may grant a Tenant his or her voting rights in all Association matters pursuant to subsection (b) below.
 - b. If a lot is rented and not owner-occupied, the Landlord and Tenant must reach an agreement as to who shall retain voting rights for the lot being rented. This decision must be included in the rental agreement and will remain in effect until termination of the rental agreement. A copy of the rental agreement must be given to the VGVWRA at inception of the term of the rental agreement. If the Association did not receive a copy of the rental agreement at inception of the rental term, then regardless of the provisions of the rental agreement, the only person entitled to vote shall be the Landlord. The Landlord may not give a voting proxy to the Tenant.
3. **Fees and Assessments:** All rights and privileges of membership, including but not limited to the right to vote, are subject to the payment of the annual maintenance fee provided in Covenant #20, Section B, and any special assessments levied by VGVWRA. A vote representing any particular lot shall not be counted if, at the time of the vote, the owner(s) is not current in the

payment of the annual maintenance fee or any other amount due to the Association. In addition, the rights of any Member of access to and use of any of the Common Areas are subject to suspension by the Board of Directors during any period of time in which a Member is found to be in default in the payment of any financial obligation to the Association or to be engaged in a continuing violation of the Association's Covenants.

As more fully provided in the Covenants, each Member is obligated to pay to the Association annual maintenance fees and special assessments. Any fees and assessments which are not paid when due shall constitute a default. If the fees and assessments are not paid within 30 days after the due date, the fees and assessments shall, unless waived by the Board of Directors, (a) bear interest from the date of delinquency at the rate set by the Board and (b) form a lien against the lot against or on account of which they were assessed, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property; interest, costs, and reasonable attorney's fees for any such action shall be added to the amount of such unpaid fees and assessments. No owner may waive or otherwise escape liability for the fees and assessments provided for herein by non-use of the Common Areas or abandonment of his property interest.

Article IV: Meetings and Calls to Meet

1. Meetings of the Members will be held at the registered office of VGVWRA or at such other place as fixed by the Board of Directors.
2. The annual meeting of the Members shall be held on the second Tuesday of September in each year at 7:00pm. At that meeting, the Members shall elect a Board of Directors and transact such other business as may be properly brought before the meeting. If the annual meeting shall not be called and held within six months after the designated time, any Member may call such a meeting as set forth in the remaining sections of this Article.
3. Monthly meetings of the Members shall be held as required to conduct such business as may be properly brought before the meeting at a date and time specified by the Board of Directors.
4. Special meetings of the Members may be called at any time by any one of the following parties:
 - a. The President;
 - b. The Board of Directors;
 - c. Members entitled to cast at least 10% of the votes which all Members are entitled to cast at that particular meeting.
 - d. At any time, upon written request of any party who has called a special meeting, it shall be the duty of the Secretary to fix the time of the meeting which shall be held not more than 60 days after the receipt of the request. If the Secretary shall neglect or refuse to fix the time of that meeting, the party calling the meeting may do so. Business transacted at all special meetings of the Members shall be confined to the objects stated in the call and matters germane thereto.
5. Written notice of every meeting of the Members, stating the time, place and object(s) thereof, shall be given by or at the direction of the Secretary to each Member of record entitled to vote, at least 10 days prior to the day named for a meeting, unless a greater period of notice is required

by the governing documents or the law in a particular case. If the Secretary shall neglect or refuse to give notice of the meeting, the person or persons calling the meeting may do so.

6. The written notice may be delivered by mail to the Member's last known address on file with VGVWRA, by personal delivery of written notice to a Member, or by email to the email address given by the Member to the Association. In the case of a special meeting, the notice shall specify the object(s) stated in the call.
7. Notice of any meeting which has been delivered to any Member shall constitute notice to any other Member representing the same lot or lots in VGVW.
8. Any properly called meeting may be held immediately preceding, concurrent with, or immediately following any other properly called meeting provided the notice provisions of this Article have been satisfied.
9. Any Member may at any time, in writing, waive notice of any meeting; such Waiver will bind any and all Members representing the same lot(s) in VGVW. Attendance by a Member at any meeting shall constitute a waiver of notice by him or her of the time, place and purpose(s) of such meeting.
10. No business of the Association requiring action of the membership may be conducted except at meeting called in accordance with the preceding provisions.

Article V: Quorum at Meetings of Members

1. A meeting of Members duly called shall not be organized for the transaction of business unless a quorum is present. Except for election of the Board of Directors, when the meeting is called to order, the presence in person or by proxy of six of the Members entitled to vote, including at least one member of the Board of Directors, shall constitute a quorum except as may be otherwise provided by law or by the Articles of the Association. A quorum for a meeting duly called for the purpose of election of the Board of Directors shall consist of a simple majority of current Board Members.
2. If the required quorum is not present, another call to meet may be made by any qualified party. At the subsequent meeting, all Members present entitled to vote, although less than a quorum, shall nevertheless constitute a quorum for the purpose of transacting Association business.
3. The Members present at any properly called meeting, once the meeting has been called to order and a quorum established, may continue to do business until adjournment, despite the withdrawal of Members leaving less than a quorum.

Article VI: Voting Rights at Meetings of Members

1. Every Member of VGVWRA shall be entitled to vote, subject to the limitations set forth in Article III of these Bylaws.
2. These voting rights shall control any situation where a vote is to be taken at properly called meetings of the Members as required under these Bylaws.
3. No Member shall sell his/her vote for money or anything of value, including but not limited to within an agreement by a Landlord to transfer voting rights to a Tenant under a rental contract. Upon the request of any Member, the books or records of memberships and satisfaction of

financial obligations by Members to the Association shall be produced at any regular or special meeting of the Members of VGVWRA. If during any meeting a person's right to vote is challenged, the presiding officer shall require such books or records to be produced as evidence of the right to vote of the person so challenged, and all persons who appear by such books to be Members entitled to vote may vote.

4. Voting may be by ballot, mail or show of hands/standing vote as determined by the Board of Directors.
5. In advance of any meeting of the Members, the Board of Directors may appoint one or more Judges of Election, who need not be Members, to act at such meeting or any adjournment thereof. If Judges of Election are not so appointed, the presiding officer may, at the request of any Member, make such appointment at the meeting. The number of Judges shall be one or three. No person who is a candidate for office shall act as a Judge.

Article VII: Board of Directors

1. The business and affairs of the Association shall be managed by its Board of Directors, 11 in number, who shall be natural persons over the age of 18 and who are Members of the Association. Five of the 11 Directors shall be elected for a term of one year initially, and thereafter for terms of two years, so that the terms of approximately half of the Directors are staggered.
2. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the organization and do all such lawful acts and things as are not by statute or by the Articles of these Bylaws directed or required to be exercised or done by the Members. Powers of the Board of Directors include, but are not limited to:
 - a. Adopting and publishing rules and regulations governing the use of the Common Areas, recreational amenities, and the personal conduct of the Members and their guests thereon; establishing penalties for the infraction thereof; and reviewing Bylaws and rules & regulations on a regular basis for the purposes of making amendments as needed.
 - b. Suspending the voting rights and right to use of the Common Areas and recreational facilities of a Member as specified in Article III, Section 3.
 - c. Operating, maintaining, and adding to recreational structures and facilities, and personal property incident thereto, located within the Common Areas on behalf of the Association;
 - d. Bringing an action at law against any lot owner in default in the payment of assessments, and foreclosing the lien against the lot subject to the unpaid assessment;
 - e. Employing a manager, an independent contractor, or such other employees deemed necessary, and proscribing their duties and terms of their employment;
 - f. Establishing one or more committees to consist of at least one Director of the organization and which may include any Member eligible to vote;
 - g. Fixing the compensation of Directors for their services as such. A Director may not be a salaried officer of the Association;
 - h. Fixing the amounts of special assessments;
 - i. Inspecting the development periodically to insure proper compliance with all Association rules and regulations. If a Member is found to be in non-monetary default and fails to cure

such default after application of the process set forth in Article XI, Section 3, then the Board at its discretion and at its initial expense may take any required action to bring the lot into compliance and, thereafter, assess the cost of such action, including reasonable attorneys' fees and costs, against the Member as a Special Assessment;

- j. Entering into a payment plan to cure the default of a Member relative to any amount due to the Association;
 - k. Notifying the appropriate authorities of any violation by a Member or Tenant of local, state or federal law and taking such action, legal or otherwise, as may be appropriate upon the continuation of such violation by a Tenant or Member.
3. It shall be the duty of the Board of Directors to:
- a. Cause to be kept a complete record of all its acts and Association affairs and to present a statement thereof to the Members at the annual meeting of the Members;
 - b. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
 - c. Determine the appropriation of funds required for the operation, administration, maintenance, and other affairs of the Association;
 - d. Send written notice of all assessments to every owner subject thereto, provided that notice of the annual maintenance fee shall be sent at least 15 days before the due date;
 - e. At any time such action is deemed appropriate, foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same;
 - f. Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association and insurance for the Officers and Directors of the Association;
 - g. Cause the Common Areas to be maintained or improved;
 - h. At such time as is deemed appropriate, enforce any and all restrictions, covenants, and agreements applicable to the Common Areas;
 - i. Pay any taxes imposed upon the common property owned by the Association;
 - j. Perform any other act permitted or required by law, the Covenants and these Bylaws that, in the opinion of the Board of Directors, will promote the interests and welfare of the Association's Members.
4. The meetings of the Board of Directors may be held at such times and at such place or places as a majority of the Directors may from time to time appoint, or as may be designated in the notice calling the meeting.
5. Written or personal notice of every meeting of the Board of Directors shall be given to each Director at least three days prior to the day named for the meeting.
6. A majority of the Directors then in office shall constitute a quorum for the transaction of business and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. Any action which may be taken at a meeting of the directors may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all the Directors in office and shall be filed with the Secretary of the organization.
7. A Director may be automatically removed from office by the Board of Directors after missing three consecutive meetings without due cause (i.e., work schedules, illness).

8. If the office of any officer or agent becomes vacant for any reason, the Board of Directors may choose a successor or successors, who shall hold office for the unexpired term.
9. Vacancies in the Board of Directors shall be filled by a majority of the remaining Directors, though that number may be less than a quorum. Each person so elected shall be a Director until a successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose. [NOTE: it is usual that when the Board fills a vacant Director slot, the person so appointed serves out the remainder of that term. That could still happen here if there is no election sooner than the next normal election, but this also lets Members in essence override the Board's appointment ...]
10. Every director must be active on at least one committee.
11. The Board of Directors may, at its discretion, grant authority to an entity or organization, such as a property management company, to carry out any of the duties that are contained within the scope of the Board's responsibilities. Any such granting of authority must be approved appropriately by the Board of Directors.

Article VIII: Officers

1. The executive officers of the Association shall be chosen by the Board of Directors, and shall be a President, Vice President, Secretary, Treasurer, and other officers and assistant officers as the needs of the Association may require. The President, Vice President, and Secretary shall be Members; the Treasurer, however, may be an organization. Officers shall hold their offices for a term of one year or until their successors shall be elected and take office and shall have such authority and perform such duties as are provided by the Bylaws and as prescribed from time to time by the Board of Directors. It shall not be necessary for the officers to be Directors. The Board of Directors may secure the fidelity of any or all such offices by bond or otherwise.
2. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights of any person so removed.
3. The President shall be the chief executive officer of the Association and shall have general and active management authority over the affairs of the Association. The President shall see that all orders and resolutions of the Board are carried into effect. However, such authority of the President shall not supersede specific powers legally conferred upon the Directors, or upon any other officer or officers of the Association, including the power to delegate.
4. The President may appoint a Member as the Moderator at any meeting. The President may serve as self-appointed Moderator. The Moderator will call the meeting to order, perform all duties necessary and proper to control conduct of the meeting, and adjourn the meeting. The Moderator will control discussions and debates. The Moderator will remain impartial in all proceedings and not enter into discussions. Should the Moderator wish to enter discussion, another Member will act as Moderator while the original Moderator does so. The Moderator must bar any Member from the meeting in progress for disruptive behavior, so long as the Members present including the offending Member do not object by majority vote. The Moderator may call a recess during any meeting in progress. The Moderator may reconvene a meeting in recess at any time and place, so long as the majority of Members present do not object.

5. The Vice President shall act in all cases as the President in the latter's absence or incapacity, and shall perform such other duties as may be required from time to time. In addition, the Vice President is designated as the chairperson of the Covenants, Rules, & Bylaws Committee and shall hold meetings of the committee as necessary.
6. The Secretary shall attend all sessions of the Board and all meetings of the Members and act as clerk thereof. The Secretary shall cause to be recorded all votes at and attendance of meetings of the Association, the minutes of all transactions, and current records showing the Members of the Association, their current addresses, and, if other than the Member, the person entitled to vote for that lot based on any rental agreement between the Member and a Tenant as provided to the Association in a record kept for that purpose. The Secretary shall cause to be maintained file copies of committee meeting minutes. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the office shall be.
7. The Treasurer shall have custody of all Association funds with the President. The Treasurer shall invest such funds in separate, insured, interest-bearing accounts credited to the name of the Association. When authorized by the Association, the Treasurer shall disburse funds as ordered, retaining appropriate documentation of such disbursements. The Treasurer shall cause to be maintained double-entry books of account. These books shall be kept on an accrual basis according to generally accepted accounting principles and shall provide such data as required to meet the Association's obligations and requirements, including:
 - a. All assets, liability, and fund balances.
 - b. All revenues and expenditures.
 - c. All accrued receivables, segregated to reflect the individual amounts owed the Association by any one party, including but not limited to the amount due, the date of assessment, the reason for assessment, the date any notice of assessment was issued, and the accrued costs/interest or other amounts relative to the amount due.
 - d. The accrued liabilities or monetary claims made against the Association by any party, as such claims are made known to the Association's officers.

The Treasurer shall be responsible for fulfilling all legal reporting requirements of the Association as made by any government agencies, as directed by the Association. The Treasurer shall report the financial position and results of operation to the Association as it requires.

The Treasurer shall compile the preliminary budget for approval by the Board.

Article IX: Committees

1. Any committee, to the extent provided by the resolution of the Board of Directors or in the Bylaws, shall have and may exercise all of the powers and authority granted to it by the Board of Directors, except the following:
 - a. The submission to Members of any action required by statute to be submitted to the Members for their approval.
 - b. The filling of vacancies in the Board of Directors.
 - c. The adoption, amendment, or repeal of the Bylaws.

- d. The amendment or repeal of any resolution of the Board.
 - e. Action on matters committed by the Bylaws or resolution of the Board of Directors to another committee of the Board.
2. Each committee will consist of at least one director and may include any Member eligible to vote and should have an odd number of members.
3. A majority of the Members of the committee must be present to constitute a quorum and the acts of a majority of the Members so present shall be the acts of the committee. Any action which may be taken at a meeting of the committee may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all the Members of the committee and shall be filed with the Secretary of the Association.
4. The committee will recommend a chairperson to the Board of Directors for approval directly after its first meeting which should be called by the Director participating in that committee.
5. If a duly notified committee member fails to attend three successive committee meetings without reasonable cause, the committee may remove that member.
6. Committees must have a defined mission or set of responsibilities. Committee meetings should be called for specific purposes and followed through use of an agenda.
7. Except when the Board decides otherwise, a committee must respond to its mission by investigating solutions, developing guidelines, etc., and then recommending actions to the Board for approval.
8. In cases where financial decisions are involved, to the extent that is reasonable for smooth operations, a committee should recommend spending and the Board will approve the recommendations before funds are committed in any way. Emergency spending guidelines may be set by the Board of Directors. A standing committee (ongoing) will recommend a budget for its area of responsibility prior to the preparation of the Association's annual budget. Pending budget approval, the Board can then set approval guidelines for expenditures of funds.

Article X: Books and Records

1. The Association shall keep an original or duplicate record of the meetings of the Members and the Directors, the original or a copy of its Bylaws, including all amendments thereto to date, certified by the Secretary of the Association, and an original or a duplicate membership register, giving the names of the Members and showing their respective addresses and other details of the membership of each. The Association shall also cause to be kept appropriate, complete and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the Association in the Commonwealth, at its principal place of business wherever situated, or at such other place as designated by the Board.
2. Every Member shall, upon written demand under oath stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the membership register, books and records of account, and records of the meetings of the Members and Directors, and to request copies or extracts there from. A proper purpose shall mean a purpose reasonably related to the interest of such person and pertaining to rights, responsibilities, voting, elections, finances and other matters pertaining directly to the examining person's relationship with the Association. Examination for other personal or legal purposes,

independent from ascertaining actions taken by the Association, shall not be considered a legitimate purpose. In every instance where an attorney or other agent shall be the last person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney.

Article XI: General Provisions

1. **Parliamentary Rules:** Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with Pennsylvania law, the Covenants or these Bylaws.
 2. **Amendments:** These Bylaws may be supplemented or amended, at any regular or special meeting of the Members, by vote of a majority of Members present in person or by written proxy. Written notice will be given to all Members a minimum of 30 days prior to the vote. Said notice will outline the substance of proposed amendment if it does not contain the actual proposed amendment.
 3. The Board of Directors shall have the right to delegate enforcement of the Restrictive Covenants and Rules & Regulations, along with the collection of fines, to agents as designated by the Board. The Association, the Board of Directors, and its agents shall enforce the Covenants, these Bylaws, and the Rules & Regulations as set forth in the appropriate governing document. A violation / default of any Restrictive Covenant, which is not included or specified in the Rules & Regulations, shall be considered a Level 2 violation/default for the purposes of enforcement. Enforcement may follow the following process at the discretion of the Board or its designated agent(s):
 - a. Level 1 Violation/Default – Level 1 Violations and Defaults shall be defined in the Rules & Regulations of the VGVWRA. Failure to comply with Level 1 Violations shall result in a \$35.00 fine. Homeowners will be required to correct Level 1 Violations within 7 days of notice. Failure to correct Level 1 Violations within the 7 days' notice will result in another \$35.00 fine, and an additional \$35.00 fine for each subsequent 7-day period until the violation is corrected.
 - b. Level 2 Violation/Default – Level 2 Violations and Defaults shall be defined in the Rules & Regulations of the VGVWRA. Any violations not otherwise defined in the VGVWRA Rules & Regulations will be considered a Level 2 Violation unless specified by a specific Board of Directors Resolution. Enforcement of Level 2 Violations shall be as follows:
 1. Written warning issued to a homeowner (Member) to correct the violation/default.
 2. 30 days after the written warning is issued and *if* the violation/default has not been corrected, a \$250.00 fine will be issued to the homeowner.
 3. 30 days after the \$250.00 fine has been issued and *if* the violation/default has not been corrected, a \$500.00 fine will be issued to the homeowner.
 4. 30 days after the \$500.00 fine has been issued and *if* the violation/default has not been corrected, another \$500.00 fine will be issued, and a \$500.00 fine will be issued for each successive 30-day period thereafter until the violation is corrected. Legal proceedings may also be initiated seeking to force compliance of the violation / default.
- Each Level 1 or Level 2 Violation/Default will be treated separately, with separate fines for each Violation/Default, unless specifically noted as an exception on the original fine or warning letter. Every homeowner will be responsible for paying any fines imposed within 30 days of assessment/imposition of the fine. Each fine so imposed shall be***

deemed an assessment and shall form a lien against the lot owned by the Member in violation/default.

4. Appeal to the Board of Directors
 - a. With just cause, a VGVWRA homeowner may appeal a violation/default notice and/or the associated fines in writing. Any such written appeal shall be mailed to VGVWRA Board of Directors or assigned property manager. The written notice of appeal must be post-marked no later than the 45th day after the date on the original notice of Violation/Default in question. The homeowner may also appeal in person at the regular Board meeting that immediately follows the date of the original notice of the Violation/Default in question.
 - b. The Board of Directors shall review the facts of an appeal and make a final decision regarding the matter. When considering an appeal, the Board of Directors shall focus on whether or not a violation/default was made and/or corrected in accordance with VGVWRA Governing Documents. The Governing Documents include the Covenants, Bylaws, and the Rules & Regulations.
 - c. In the cases where an appeal is made by a homeowner to the Board of Directions asking for an extension of time to correct a Violation/Default, the Board shall focus on the viability of time needed to correct the Violation or Default.
 - d. Any final decision the Board of Directors makes regarding any appeal shall come by majority vote of the Board. The decision made by the Board of Directors regarding any appeal shall be placed in writing and mailed to the homeowner who made the appeal.
 - e. The VGVWRA Board of Directors may pass, keep, and amend resolutions that identify any guidelines used for making decisions after appeal by a homeowner. Any such guidelines shall be available to view by any VGVWRA Homeowner (Member) upon request.
5. All employment offers by the Association must be offered to the general public and made pursuant to State applicable Equal Opportunity disclosures.
6. **Initiation Fees:**
 - a. Effective January 1, 1998, there shall be an initiation fee of \$125 charged each time a property is sold. Said initiation fee will be assessed to the new homeowner. The initiation fee collected will go into the Association's Capital improvement Fund which is established for major repairs/improvements to the common property owned by the Association and its Members including but not limited to the clubhouse, tennis courts, the basketball court, swimming pool and playgrounds.
 - b. Effective January 1, 2009, a \$50 rental initiation fee shall be assessed each time a Landlord enters into a rental agreement with a Tenant for a lot. Only one such rental fee will be assessed per agreement regardless of the number of Tenants. The rental initiation fee shall be assessed against the Landlord. The rental initiation fee shall go into the Association's Capital Improvement Fund which is established for major repairs/improvements to the common property owned by the Association and its Members, including but not limited to the clubhouse, tennis courts, the basketball court, swimming pool and playgrounds.
 - c. Any assessed but unpaid initiation and rental initiation fees shall form a lien against the lot subject to the sale/rental.
7. All exterior renovations, to include but not limited to replacement of siding, windows, doors, lighting, roofs, decks, and shutters must be approved by the Board of VGVWRA prior to the commencement of the project.

8. **Monetary Default;** A VGVWRA Member is considered in Monetary Default if the Member's account balance is past due for any part of Association dues, fees, violation fines, finance charges, assessments, or special assessments. The Member will be issued a written warning of the Monetary Default and have a maximum of ten (10) days, from the date of the warning to correct the Default. The Association may also assess a late fee equal to 1% per month of the past due balance, along with a \$ 5.00 penalty per month. If a Member fails to correct a Monetary Default within the ten (10) days, the Board, or Board's Agent, may initiate legal action against the Member, including but not limited to initiation of foreclosure proceedings, proceedings against any Tenant, collections, or such other action as may be warranted as otherwise set forth in these Bylaws or applicable law. A Member is responsible for legal or any other fees and costs incurred by the Association for action taken against a Member related to a Default.

Article XII: Indemnification of Officers and Directors

The Directors and the officers and any assistant officers and those acting as authorized representatives of the Association (i) shall not be liable to the Members or the Association as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence, (ii) shall have no personal liability in contract to the Association or a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Board or the Association in their capacity as such, (iii) shall have no personal liability in tort to the Association, a Member or any other person or entity directly or by imputation, by virtue of acts performed by them, except for their own willful misconduct or gross negligence, or acts performed by them, in their capacity as such, and (iv) shall have no personal liability arising out of the use, misuse or condition of the Common Areas, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such.

The Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including counsel fees, incurred or imposed, or arising out or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by the Association or any one or more Members or any other persons or entities, to which he shall be or he is or was a Director or an officer or assistant officer, or an authorized representative, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or gross negligence, provided, in the case of any settlement, that the Board shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Members or of the Board, or otherwise. Any indemnification agreed to by the Association as set forth in this Article shall be paid by the Board on behalf of the Association and shall constitute a common expense and shall be assessed and collectible as such.

A reasonable attempt shall be made to see that every agreement, deed, lease or other instrument entered into the Board on behalf of the Association provides that the Board and the officers or assistant officers executing the same are acting only as agents for the Association and shall have no personal

liability there under (except to the extent, if any, that they may also be Members at the time any such liability is assessed), that any claim by the other party or parties thereto with respect thereto or the subject matter thereof shall be asserted against the Board, which shall act on behalf of the Association with respect thereto, and that any liability there under or with respect to the subject matter thereof shall be borne by those who are Members at the time such liability may be assessed by the Association as common expense.

Article XIII: Trash Collection

The Association shall have the right to contract with trash collection entities, or serve as the bill collection agency for any trash collection entity, to the extent it deems necessary and prudent to assure adequate maintenance of the Common Areas, and to the extent that the Association does not violate any local or other governmental ordinance, regulation or law. In this capacity, the Association shall have the right and authority to charge Members of the Association at a rate equal to that charged to other residents of Newberry Township.

Article XIV: Amendment of By-laws

These By-laws may be amended as provided in Article VII, Section (2)(a) hereinabove.