

**BYLAWS OF  
TOTEM PINES HOMEOWNERS ASSOCIATION**

*Article I*

*General Provisions*

Section 1.1 Name

The name of the Corporation is Totem Pines Homeowners Association (hereinafter the "Association").

Section 1.2 Offices

The initial principal office of the Association shall be located at 67 Kingswood Drive, Hollis, Maine 04042. The Board of Directors may change the location of the principal offices of the Association at any time for any reason.

The registered office of the Association shall be located at 67 Kingswood Drive, Hollis, Maine 04042. The Board of Directors may change the location of the registered office as the management of the Association may require.

Section 1.3 Seal

The seal of the Association shall be as follows: Totem Pines Homeowners Association, 2020.

Section 1.4 Fiscal Year

The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in the same year.

Section 1.5 Membership

The members shall consist of all the owners of Lots 1 through 12 created out of the parcel of land referenced above and depicted on the Plan of Land entitled, *Totem Pines 12 Lot Cluster Subdivision, Nathan Smith Road, Hollis & Limington, Maine*, made for Betsy St. Pierre, by Berry, Huff, McDonald, Milligan Inc., dated \_\_\_\_\_, and recorded in the York County Registry of Deeds, Plan Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Plan").

The membership of each lot owner shall terminate upon the sale, transfer, or other disposition of ownership interest in the lot, whereupon membership shall automatically transfer to and be vested in the successor in ownership. The mortgage of a lot shall not operate to transfer membership until foreclosure of the mortgage. Each lot shall have one vote in the Association.

*Article II*

*Purposes and Powers of the Association*

Section 2.1 Purposes

The purposes of this Association are to establish an Association of lot owners for the government, operation, and maintenance of the residential community in which they live as depicted on the Plan referred to in Section 1.5, and located in the Town of Hollis, County of York, and State of Maine and to enforce and otherwise carry out the terms and conditions of the Declaration of Protective Covenants, Restrictions and Easements of Totem Pines Subdivision dated \_\_\_\_\_, and recorded in the York County Registry of Deeds in Book 2019R, Page \_\_\_\_\_.

Section 2.2 Powers

In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Non-Profit Corporation Act, all of which the Association shall have, the Association shall have, to the extent permitted by law, and by the Declaration and the Bylaws as hereinafter set forth, the following specific powers to:

- A. Adopt and amend Bylaws and Rules and Regulations.
- B. Adopt and amend budgets for revenues, expenditures, and reserves, and collect common charges, assessments and service charges from lot owners.
- C. Hire and terminate managers and other employees, agents, and independent contractors.
- D. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more lot owners on matters affecting the Association.
- E. Make contracts and incur liabilities.
- F. Regulate the use, maintenance, repair, replacement, and modification of common elements and facilities;
- G. Cause additional improvements to be made as a part of the common elements and facilities including, without limitation, connection to common sewage facilities.
- H. Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property.
- I. Grant easements for public utilities servicing the property through or over the common elements and facilities, subject to the consent of a majority in interest of the members as provided herein and as restricted by the Declaration of Covenants, Restrictions and Easements for Totem Pines Subdivision, as the same shall be amended from time to time.
- J. Impose charges and interest for late payments of common charges, assessments, and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association.

L. Impose reasonable charges for the preparation and recording of amendments to the Declaration or statements of unpaid common charges and assessments.

M. Provide for the indemnification of its incorporators, officers and Directors and maintain Directors' and officers' liability insurance.

N. Exercise any other powers conferred by Declaration or Bylaws.

O. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

### Section 2.3 Non-Profit Status

The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any persons except in furtherance of the non-profit making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance, and care of the Association property, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

### *Article III*

### *Definitions*

### Section 3.1 Association

The term "Association" shall mean and refer to the Totem Pines Homeowners Association, its successors and assigns.

### Section 3.2 Properties

The term "properties" shall mean and refer to all existing properties, and additions thereto, as are subject to the following Declaration of Covenants and Restrictions:

Declaration of Protective Covenants, Reservations, Restrictions and Easements of Totem Pines Subdivision dated \_\_\_\_\_, and recorded in the York County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

### Section 3.3 Common Properties

The term "common properties" shall mean all property owned by the Association for the common use and enjoyment of the members. The term "common properties" shall include, but is not limited to the Open Space depicted on the Plan, and the right of way area for Totem Pines Drive prior to its adoption as a public way by the Town of Hollis.

### Section 3.4 Lot

The term "lot" shall mean and refer to any lot of land shown on the subdivision plan referred to in Section 1.5 and numbered Lots 1 through 12 inclusive, but not any common area, area of open space shown on the Plan or Remaining Land of Betsy St. Pierre shown on the Plan or any amendment thereof

### Section 3.5 Member

The term "member" shall mean and refer to each person or entity that holds a membership in the Association.

### Section 3.6 Owner

The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

### Section 3.7 Declaration

The term "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions as referred to herein in Section 3.2.

## *Article IV*

### *Meetings of Members*

#### Section 4.1 Place of Meetings

Meetings of the members of the Association shall be held at any location in Hollis or Limington, Maine, or at such other place within or without the State designated by consent of all the members.

#### Section 4.2 Annual Meeting

The annual meeting of the members shall be held at seven o'clock in the evening of the first Saturday in October of each year, if this day is not part of a holiday weekend, or on the first following Saturday that is not part of a holiday weekend. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Association.

#### Section 4.3 Special Meetings

Special meetings of the members may be called by the President, the Board of Directors, or upon written request of the members who are entitled to vote not less than one-fourth of all the votes of the entire membership.

#### Section 4.4 Notice of Meetings

Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which a meeting is called, shall be delivered not less than ten (10) or more than fifty (50) days, before the date of the meeting, either personally or by mail, by or at the direction of the President, the Registered Agent, or the officer or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited with postage prepaid in the United States mail, addressed to the shareholder at the address appearing on the books of the Association.

#### Section 4.5 Quorum

A majority of all members entitled to vote, represented in person or by proxy, must be present in order to

constitute a quorum at a meeting of the members. Members participating in the meeting through electronic means such as FaceTime, Skype or telephone are deemed present.

#### Section 4.6 Voting

Voting shall be on a one vote per each lot owned basis and the votes to which each lot owner is entitled is equal to the number of lots he owns. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all lot owners for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law.

#### Section 4.7 Votes in the Event of Multiple Ownership of a Lot

If only one of the multiple owners of the lot is present at a meeting of the Association, such owner shall be entitled to cast the vote allocated to the lot. If more than one of the multiple owners are present, the vote allocated to that lot may be cast only in accordance with the agreement of a majority of interest of the multiple owners and failing such majority agreement, not at all. There is deemed to be a majority agreement when any one of the multiple owners cast the vote allocated to that lot without protest being made promptly to the person presiding over the meeting by any other of the owners of that lot.

#### Section 4.8 Proxies

Any person entitled to vote at a members' meeting may execute a proxy in writing authorizing another member of the Association to act for him. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

#### Section 4.9 Action by Consent

Any action required to be taken at a meeting of the members of the Association, or any action that may be taken at a meeting of the members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof. This Consent shall have the same effect as a unanimous vote of members and may be stated as such in any articles or documents filed with the Secretary of State.

#### Section 4.10 Order of Business

The order of business at all meetings of the lot owners shall be as follows, to the extent required:

- A. Roll call;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes of preceding meeting;
- D. Reports of Officers;
- E. Report of Board of Directors;
- F. Report of committees
- G. Fix amount of monthly or annual assessment against each lot;

- H. Election of members of the Board of Directors;
- I. Unfinished business;
- J. New business;
- K. Adjournment.

#### Section 4.11 Parliamentary Procedure

At all meetings of the lot owners or of the Board of Directors, Roberts' Rules of Order, as then amended, shall be followed, except that in the event of conflict, these Bylaws shall prevail.

#### Section 4.12 Adjournment

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

### *Article V*

#### *The Board of Directors*

#### Section 5.1 Number and Qualifications

The business and affairs of the Association shall be managed by a board of three (3) Directors, who need not be residents of the State of Maine or members of the Association. The number of Directors may be increased to not more than five (5) or decreased to not less than three (3), from time to time, by amendment of this section by the members; but no decrease shall have the effect of shortening the term of any incumbent Director.

#### Section 5.2 Election and Term of Office

At the first annual meeting the members shall elect one (1) Director for a term of one year; one (1) Director for a term of two years; one (1) Director for a term of three years; and at each annual meeting thereafter the members shall elect one (1) Director for a term of three years.

#### Section 5.3 Vacancies

Any vacancy in the Board of Directors created by an increase in the number of Directors shall be filled only by election at an annual meeting or a special meeting of the members called for that purpose.

Any other vacancy, however occurring, in the Board of Directors may be filled by the majority vote of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

#### Section 5.4 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. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his home, or by telephone, at least three (3) days prior to the day named for such meeting.

#### Section 5.5 Annual Meeting

The Board of Directors shall meet each year immediately after the annual meeting of the members, for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting.

#### Section 5.6 Special Meetings

Special Meetings of the Board of Directors may be called by the President or any two Directors of the Association.

#### Section 5.7 Notice of Meetings - Waiver

No notice need be given of any annual meeting of the Board of Directors.

Notice of special meetings of the Board of Directors shall be sent by any usual means of communication not less than three (3) business days before the meeting, and shall specify the time and place of the meeting and the business to be transacted thereat.

Waiver of notice signed by a Director either before or after a Board of Directors meeting shall obviate the need of formal notice and call as to that Director.

#### Section 5.8 Quorum and Voting

A majority of Directors must be present in order to constitute a quorum at a meeting of the Board of Directors. All Board of Directors' action shall be determined by a majority vote at any meeting at which a quorum is present.

#### Section 5.9 Action by Consent

Any action that may be taken at a meeting of the Directors, may be taken without a meeting, if all of the Directors sign a written consent setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

#### Section 5.10 Powers and Duties

A. The Board of Directors shall have power to:

1. Adopt and publish rules and regulations governing the use of the common properties and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

2. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the articles of incorporation, or the Declaration.
3. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
4. Employ a manager, an independent contractor, or other employees as they deem necessary, and to prescribe their duties.

B. It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when the statement is requested in writing by one-fourth of the members who are entitled to vote.
2. Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.
3. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate stating whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, it shall be conclusive evidence of such payment.
4. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
5. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
6. Cause the common properties, as defined in section 3.3 herein to be maintained.

Section 5.11 Nomination and Election

Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors 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 the appointment shall be announced at each 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 not less than the number of vacancies that are to be filled. The nominations may be made from among members or non-members.

Election to the Board of Directors shall be by secret written ballot. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.



#### Section 5.12 Removal of Directors

Any or all of the Directors may be removed, with or without cause, upon the affirmative vote of a majority of the members entitled to vote.

#### Section 5.13 Executive Committees

The Board of Directors, by a resolution adopted by a majority of the full Board of Directors, may designate from among its members, an executive committee, including, but not limited to, an architectural review committee, consisting of 2 or more Directors and may delegate to such executive committee all the authority of the Board of Directors, except that no such executive committee shall have or exercise the authority of the Board of Directors to:

- A. Amend the Articles of Incorporation.
- B. Adopt a plan of merger or consolidation.
- C. Recommend to the members the sale or other disposition of all or substantially all of the property and assets of the corporation other than in the usual course of its business.
- D. Recommend to the members voluntary dissolution of the corporation or revocation of such dissolution.
- E. Amend the Bylaws of the corporation.

#### Section 5.14 Other Committees

The Board of Directors may designate such other committees as the Board deems necessary. Such committees may consist of either members of the Board or members of the Association or both. Such committees shall be designated by a resolution adopted by a majority of the full Board of Directors.

#### Section 5.15 Compensation

No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken. A Director shall be reimbursed for out-of-pocket expenses incurred for the benefit of the Association upon presentation of receipts or other satisfactory evidence to the Treasurer.

### *Article VI*

#### *The Officers*

#### Section 6.1 Officers and Qualifications

The officers of the Association shall consist of a President, Treasurer, Secretary, and such other officers and agents as the Board of Directors may deem necessary. Officers need not be Directors of the Association.

#### Section 6.2 Election and Term of Officers

All officers of the Association shall be elected by the Board of Directors at its annual meeting. The officers

shall be elected annually by the Board and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or disqualified to serve. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of offices of the Association, or otherwise, the same shall be filled by the Board of Directors in the manner prescribed for regular election, and the officer so elected shall hold office until his successor is chosen and qualified.

#### Section 6.3 Resignation and Removal of Officers

Any officer may be removed either with or without cause by the unanimous vote of the Board of Directors. An officer may resign at any time by giving written notice to the Board, the President or the Secretary. Acceptance of such resignation shall not be necessary to make it effective. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein.

#### Section 6.4 Duties of Officers

The duties and powers of the officers of the Association shall be as follows and as shall hereafter be set by resolution of the Board of Directors:

1. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the office of President of a non-profit corporation, including but not limited to, the power to appoint committees from among the owners or their spouses from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.
2. Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the members of all financial reports, budgets, and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.
3. Secretary. The Secretary shall keep and certify the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these Bylaws, shall prepare, execute, certify and record amendments to the Declaration, and shall have other powers and duties as may be incidental to the offices of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.
4. Auditor. The members may at any meeting appoint some person, firm, or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

## *Article VII*

### *Fiscal Affairs and Administration*

#### Section 7.1 Accounting

Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices within ninety (90) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year. All financial records shall be available for examination by lot owners and their duly authorized agents at reasonable times.

#### Section 7.2 Budget and Common Charges

The Board shall cause an estimated annual budget to be prepared based on its estimate of annual income and expenses, and, prior to the adoption of the budget by the Board, it shall send a summary of such budget to each member.

The Board shall adopt a budget for the amount required by the Association to meet its expenses for each fiscal year mindful of the following items:

1. Management and administration expenses.
2. The cost of operation, repair, maintenance, replacement, and improvement to common elements and facilities within Totem Pines Subdivision, to include all the roads as depicted upon the plan referred to in section 1.5 herein.
3. The cost of such insurance, services, and utilities as may be furnished by the association, other than such items for which a service charge is assessed.
4. Adequate working capital and reserves, which shall be established and maintained by the Board including general operating reserves, reserves for contingencies, and reserves for maintenance, repair, and replacement of the common elements.
5. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

#### Section 7.3 Dues and Assessments

The Membership shall have the power to levy, assess and collect, and provide for the collection of, dues or assessments in accordance with the provisions of these Bylaws, and any Declaration of Covenants or Restrictions recorded in the Sagadahoc County Registry of Deeds, but not in excess of a maximum rate to be fixed, at the annual meeting or a special meeting, by the vote of members holding a majority of the voting power of the entire membership.

#### Section 7.4 Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the properties and in particular for the upkeep, maintenance,

development, and further improvements of roads, easements, drainage easements, storm drainage system, detention pond and fire walls, drives, lanes, paths, and ways as depicted on the plan referred to in Section 1.5, not including any private drives servicing an individual residence, but including any trails located on the Open Space parcel. The assessments shall also be used for the upkeep, maintenance, development, and further improvement of the common areas, services, and facilities devoted to the purpose stated herein and related to the use and enjoyment of the common area and of the homes situated upon the properties.

#### Section 7.5 Special Assessments

In addition to the annual assessments authorized above, the Members of the Association may levy in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of all construction, or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that the assessment shall have the assent of 75% of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

#### Section 7.6 Uniform Rate

Both annual and special assessments must be fixed at a uniform rate for all lots.

#### Section 7.7 Creation of Lien for Assessments

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien on the property against which assessment is made. Each assessment, together with the interests, costs; and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment came due.

#### Section 7.8 Due Dates of Assessments

The Board of Directors shall fix the amount of the monthly assessment against each lot at least thirty (30) days in advance of the date that the assessment is due. Written notice of the assessment shall be sent to every owner subject thereto. Notice may be given in person or by mail. The due date shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments for a particular lot are current. A reasonable charge may be made by the Board for the issuance of these certificates. A certificate shall be conclusive evidence of the facts stated therein.

#### Section 7.9 Effect of Non-payment Of Assessments: Remedies of the Association

If the assessments are not paid on the date when due, then the assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind the property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien

against the property and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in the action, and in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

#### Section 7.10 Subordination of the lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that the subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Any sale or transfer shall not relieve the property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

#### Section 7.11 Exempt Property

The following property subject to the Declaration shall be exempt from the assessment charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use; (b) the Open Space; (c) the parcel of land labeled, "Remaining Land of Betsy St. Pierre," on the Plan.

### *Article VIII*

#### *Execution of Instruments*

#### Section 8.1 Instruments Generally

All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition by any one or more officer, agent or employee as the Board of Directors may designate, unless otherwise unanimously voted by the Board of Directors.

### *Article IX*

#### *Liability of Directors and Officers*

#### Section 9.1 Exculpation

No Director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

#### Section 9.2 Indemnification

The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact he is or was an officer, Director, agent, or employee of the Association against all expenses including reasonable attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith, excepting, however, such matters in which such

person is finally adjudged to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, excepting such matters in which the Board of Directors (excluding any interested Director determines any such person acted with willful misconduct or gross negligence). This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a Director, officer, agent, or employee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

#### *Article X*

#### *Amendments*

##### Section 10.1 Amendments

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority quorum of members present in person or by proxy.

##### Section 10.2 Conflict

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.