

**Prepared By & Return To:**  
Clairborne Maintenance Corporation  
PO Box 549  
Bear, DE 19701



**20240118-0003624**

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1/18/2024 12:02:45 PM  
Michael E. Kozikowski T20240002512  
New Castle Recorder BYLAW DECL

**President's Certificate for By-Laws, Utility Storage Shed Specifications, and  
Maintenance Agreement Amendment for Clairborne at Lexington Farms.**

The undersigned, Rich Boyer, acting in his capacity as President to Clairborne at Lexington Farms Maintenance Corporation (the "Association"), hereby certifies that:

1. I am the President of the Association.
2. (a) The original, Bylaws of Clairborne at Lexington Farms Maintenance Corporation provided by the Original Declarant "Reston Corporation" to the Clairborne Maintenance Association, did not register said document with the New Castle County, Recorder of Deeds, Delaware.  
  
(b) The Original Declarant, Reston Corporation, did not register the Utility Storage Shed Specifications Clairborne at Lexington Farms drafted by Mark L Handler of the Clairborne Development Company, dated 4/28/92, and provided to the Clairborne Maintenance Association, with the New Castle County Recorder of Deeds, Delaware.  
  
(c) Maintenance Agreement with New Castle County, Amendment of the Declaration of Restrictions dated October 4, 2000, with an affirmed vote of 164 to 12 against, as recorded in the Meeting Minutes dated, February 15, 2001, failed to be registered by the Board of Directors, with New Castle County Recorder of Deeds, Delaware.
3. Attached hereto as Exhibit A; Tax Map and Parcel Numbers
4. Attached hereto as Exhibit B; is a true, accurate, and complete copy of the Bylaws of Clairborne at Lexington Farms Maintenance Corporation, effective February 14, 2023, to include ARTICLE IV - CORPORATION PURPOSES Section 2; Enforcing the Covenants and Restrictions, Approved by the General Membership on 2/14/2023. All references to the Original Declarant, "Clairborne Development Company" have been removed from the document, Bylaws of Clairborne at Lexington Farms Maintenance Corporation.
5. Attached hereto as Exhibit C; is a true, accurate copy of the Original, Utility Storage Shed Specifications Clairborne at Lexington Farms.
6. Attached hereto as Exhibit D; Amendment of the Declaration of Restrictions dated, October 4, 2000, approved meeting minutes dated February 15, 2001.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of 3rd day of January 2024

CLAIRBORNE AT LEXINGTON  
FARMS MAINTENANCE  
CORPORATION

Rich Boyer  
Rich Boyer President

Rich Quickle  
Rich Quickle Secretary

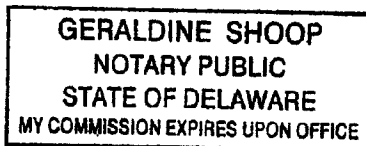
STATE OF DELAWARE :

: SS.

COUNTY OF NEW CASTLE :

BE IT REMEMBERED, that on this 3rd day of January, A.D. 2024, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Rich Boyer, President of Clairborne at Lexington Farms Maintenance Corporation, and Rich Quickle, Secretary of Clairborne at Lexington Farms Maintenance Corporation to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and Deed, and the act and Deed of the said corporation; that the signatures of the President, and Secretary are of their own; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by the governing Board of Directors.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.



Geraldine Shoop  
NOTARY PUBLIC

Print Name:

GERALDINE SHOOP

My Commission Expires:

UPON OFFICE

ALL that certain piece, parcel or tract of land situate in Pencader Hundred, New Castle County and State of Delaware being Parcel No. 1 according to the Record Minor Subdivision Plan for Property of Glasgow Trust, James P. Brennan Trustee, as recorded in the office of the Recorder of Deeds in and for New Castle County, Microfilm No. 9106, March 23, 1988, prepared by Ramesh C. Batta Associates, P.A., Consulting Engineers and Land Surveyors, Plan No. 81959-D-4556; and also shown on a Record Major Subdivision Plan for CLAIRBORNE AT LEXINGTON FARMS, recorded in the Office of the Recorder of Deeds aforesaid, Microfilm No. 9481, October 27, 1988, prepared by Ramesh C. Batta Associates, P.A., Consulting Engineers and Land Surveyors, Plan No. 81959-C-4948 (The Record Major Subdivision Plan includes a 15 foot wide parcel of land on the westerly side of Route 896 as undedicated, which 15 foot wide parcel of land is not included as part of the lands herein conveyed, said 15 foot wide parcel of land having been previously dedicated as additional right-of-way for Route 896, pursuant to the aforesaid Record Minor Subdivision Plan.) and being more particularly described as follows to wit:

Beginning at a point formed by the intersection of the northerly right-of-way line of Howell School Road, a/k/a Denny Road (County Road 396) (30-foot halfwidth) with the westerly right of way line of Route 896 (85 feet wide, 50 feet halfwidth).

Thence, from said Point of Beginning the following seven (7) courses and distances:

- (1) With the northerly right-of-way line of Howell School Road, a/k/a Denny Road south 82 degrees 56 minutes 30 seconds west, 2,920.73 feet to a corner for Parcel No.2, thence, with same;
  - (2) North 07 degrees 03 minutes 30 seconds west, 2,175.89 feet to a corner for lands now or formerly of Pencader Associates, Inc., thence, with same;
  - (3) North 06 degrees 38 minutes 13 seconds west, 437.25 feet to a point in the line of lands now or formerly of Thomas C.F. Harrison, thence, with same;
  - (4) North 83 degrees 21 minutes 47 seconds east, 2,905.98 feet to a point on the westerly right-of-way line of Route 896, thence, with same the next three courses and distances;
  - (5) South 05 degrees 53 minutes 50 seconds east, 869.59 feet to a point of curvature, thence,
  - (6) By an arc curving to the left having a radius of 22,968.31 feet, an arc distance of 1,576.76 feet to a point of tangency, thence, with same;
  - (7) South 09 degrees 49 minutes 50 seconds east, 146.22 feet to the Point and Place of Beginning.
- Containing within said metes and bounds 173.0745+ acres of land be they the same more or less.

**EXCEPTING THEREOUT AND THEREFROM**, the following as shown on the aforesaid Record Major Subdivision Plan:

1. A square parcel of land bordering Howell School Road, a/k/a Denny Road, measuring 100 feet in length and 100 feet in width and containing .2296 ± acres of land and dedicated to New Castle County for use for a future pump station, pursuant to the aforesaid Record Major Subdivision Plan.
2. A 20 foot wide additional right-of-way for Howell School Road, a/k/a Denny Road, extending from the northwest intersection of Route 896 with Howell School Road, a/k/a Denny Road to the proposed Lexington Parkway, all as shown on the aforesaid Record Major Subdivision Plan as being dedicated.
3. A rectangular piece of land containing 13.8797 + acres on the westerly side of Route 896 designated "reserved for the State of Delaware" on the aforesaid Record Major Subdivision Plan.

BEING the same lands and premises which RESTON CORPORATION, a Delaware corporation, by Indenture, dated May 25, 1989, and of record in the Office of the Recorder of Deeds in and for New Castle County in Deed Book 875, Page 266, granted and conveyed unto CLAIRBORNE DEVELOPMENT COMPANY, a Delaware corporation, in fee.

**EXHIBIT A****Clairborne at Lexington Farms Tax Parcel Numbers**

11-036.40-001	11-036.40-064	11-041.20-030	11-042.10-001
11-036.40-002	11-036.40-065	11-041.20-031	11-042.10-002
11-036.40-003	11-036.40-066	11-041.20-032	11-042.10-003
11-036.40-004		11-041.20-033	11-042.10-004
11-036.40-005	11-037.30-001	11-041.20-034	11-042.10-005
11-036.40-006	11-037.30-002	11-041.20-035	11-042.10-006
11-036.40-007	11-037.30-003	11-041.20-036	11-042.10-007
11-036.40-008	11-037.30-004	11-041.20-037	11-042.10-008
11-036.40-009	11-037.30-005	11-041.20-038	11-042.10-009
11-036.40-010	11-037.30-006	11-041.20-039	11-042.10-010
11-036.40-011	11-037.30-007	11-041.20-040	11-042.10-011
11-036.40-012	11-037.30-008	11-041.20-041	11-042.10-012
11-036.40-013	11-037.30-009	11-041.20-042	11-042.10-013
11-036.40-014	11-037.30-010	11-041.20-043	11-042.10-014
11-036.40-015	11-037.30-011	11-041.20-044	11-042.10-015
11-036.40-016	11-037.30-012	11-041.20-045	11-042.10-016
11-036.40-017	11-037.30-013	11-041.20-046	11-042.10-017
11-036.40-018	11-037.30-014	11-041.20-047	11-042.10-018
11-036.40-019	11-037.30-015	11-041.20-048	11-042.10-019
11-036.40-020	11-037.30-016	11-041.20-049	11-042.10-020
11-036.40-021	11-037.30-017	11-041.20-050	11-042.10-021
11-036.40-022	11-037.30-018	11-041.20-051	11-042.10-022
11-036.40-023	11-037.30-019	11-041.20-052	11-042.10-023
11-036.40-024	11-037.30-020	11-041.20-053	11-042.10-024
11-036.40-025	11-037.30-021	11-041.20-054	11-042.10-025
11-036.40-026	11-037.30-022	11-041.20-055	11-042.10-026
11-036.40-027	11-037.30-023	11-041.20-056	11-042.10-027
11-036.40-028	11-037.30-024	11-041.20-057	11-042.10-028
11-036.40-029	11-037.30-025	11-041.20-058	11-042.10-029
11-036.40-030	11-037.30-026	11-041.20-059	
11-036.40-031	11-037.30-027	11-041.20-060	
11-036.40-032	11-037.30-028	11-041.20-061	
11-036.40-033	11-037.30-029	11-041.20-062	
11-036.40-034		11-041.20-063	
11-036.40-035	11-041.20-001	11-041.20-064	
11-036.40-036	11-041.20-002	11-041.20-065	
11-036.40-037	11-041.20-003	11-041.20-066	
11-036.40-038	11-041.20-004	11-041.20-067	
11-036.40-039	11-041.20-005	11-041.20-068	
11-036.40-040	11-041.20-006	11-041.20-069	
11-036.40-041	11-041.20-007	11-041.20-070	
11-036.40-042	11-041.20-008	11-041.20-071	
11-036.40-043	11-041.20-009	11-041.20-072	
11-036.40-044	11-041.20-010	11-041.20-073	
11-036.40-045	11-041.20-011	11-041.20-074	
11-036.40-046	11-041.20-012	11-041.20-075	
11-036.40-047	11-041.20-013	11-041.20-076	
11-036.40-048	11-041.20-014	11-041.20-077	
11-036.40-049	11-041.20-015	11-041.20-078	
11-036.40-050	11-041.20-016	11-041.20-079	
11-036.40-051	11-041.20-017	11-041.20-080	
11-036.40-052	11-041.20-018	11-041.20-081	
11-036.40-053	11-041.20-019	11-041.20-082	
11-036.40-054	11-041.20-020	11-041.20-083	
11-036.40-055	11-041.20-021	11-041.20-084	
11-036.40-056	11-041.20-022	11-041.20-085	
11-036.40-057	11-041.20-023	11-041.20-086	
11-036.40-058	11-041.20-024	11-041.20-087	
11-036.40-059	11-041.20-025	11-041.20-088	
11-036.40-060	11-041.20-026	11-041.20-089	
11-036.40-061	11-041.20-027	11-041.20-090	
11-036.40-062	11-041.20-028	11-041.20-091	
11-036.40-063	11-041.20-029	11-041.20-092	

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**BY-LAWS OF CLAIRBORNE AT LEXINGTON FARMS MAINTENANCE CORPORATION**

**ARTICLE I - NAME TO LOCATION**

The name of the Corporation is CLAIRBORNE AT LEXINGTON FARMS MAINTENANCE CORPORATION (the "Corporation"). The Corporation's principal office shall be located at the home address of the President of the Corporation. Members and/or Director's meetings may be held at such places within the State of Delaware, as may be designated by the Board of Directors or the President.

**ARTICLE II - MEMBERSHIP**

**Section 1 - Definition of Member.**

Membership in the Corporation shall be limited to record owners of lots shown on the Record Major Subdivision Plan of Clairborne at Lexington Farms ("Clairborne"). Such record owners are bound by the Maintenance Agreement for Clairborne recorded October 31, 1988, to become members of the Corporation.

**Section 2 - Annual Assessments.**

The rights of membership are subject to the payment of annual assessments levied by the Corporation. The obligation to pay such assessments is imposed against each owner and becomes a lien upon the lot or lots against which such assessments are made as provided in Article III of these By-Laws.

**ARTICLE III - COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1 - Creation of the Lien and Personal Obligation of Assessments.**

Each lot in Clairborne which is owned by members shall be subject to an annual assessment for the purposes of the Corporation. By virtue of the creation of membership as Herein above described. Members shall be deemed to have covenanted to be personally liable for the payment of such assessments for their respective lots, together with such interest thereon and costs of collection thereof as hereinafter provided, which assessments, interest, and costs shall be a charge on the lot and shall be a continuing lien upon the lot and any improvements thereon against which each such assessment is made.

**Section 2 - Purpose of Assessments.**

Assessments levied by the Corporation shall be used for the purpose of maintaining the private open space in Clairborne, including but not limited to, the payment of taxes and insurance thereon and the cost of maintaining the grass areas and landscaping, and for those other purposes expressed in its Certificate of Incorporation.

**Section 3 - Right, to Fix Annual Assessments.**

The Members of the Corporation may, from time to time, set such annual assessments as it deems necessary to carry out the duties and obligations of the Corporation, as set forth herein above, by a majority vote of the Members who are voting in person or by proxy at the annual meeting. Such assessments may also be changed from time to time by the Members in the same manner as set forth above. The annual assessment shall be at the same rate for each lot and must be in the aggregate sufficient to maintain the property for which the Corporation is responsible, including grass cutting, maintenance of all drainage swales located in the open space of Clairborne, normal landscaping maintenance, and payment of insurance premiums and taxes thereon. In the event that lot owners do not properly maintain the swale areas by mowing on a regular basis during the grass growing season and by keeping the swale areas free of obstructions, including silting, then the Corporation shall have the right and duty to enter upon the lot of any owner who fails to maintain as aforesaid, expend funds to maintain the area, and add the cost incurred to such lot owner's assessment. In addition to the annual assessments

authorized by this Section 3 and by the Certificate of Incorporation of the Corporation, the Members may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any" construction or reconstruction, or unexpected repair or replacement of a capital improvement upon the Clairborne at Lexington Farms subdivision, or for other lawful purposes, provided that any such special assessment shall be set by a majority vote of the Members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose and be apportioned in the same manner as a regular assessment. If a meeting is duly called for this purpose, written notice shall be sent to all Members at least five (5) days in advance and such notice shall set forth the purpose of the meeting. The due date(s) of any special assessment, or any installment (s) thereof, shall be fixed in the resolution authorizing such special assessment.

**Section 4 – Commencement Date of Annual Assessments.**

The first day of September shall be the due date of the annual assessments for each succeeding assessment period (September 1 to August 31).

**Section 5 - Non-Payment of Assessment the Personal Obligation of the Owner, the Lien; Remedies of the Corporation.** Assessments that are not paid before September 15, of the assessment period shall be deemed to be delinquent and, together with interest thereon at the rate of 10% from the due date until paid and costs of collection thereof including reasonable attorney's fees, and or agent fees, thereupon shall become a continuing lien on the lot assessed which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, successors, and assigns. The Corporation may - bring an action at law against the Member personally obligated to pay any delinquent assessment or may bring an action in a court of competent jurisdiction to foreclose the lien thereof against the property, and there shall be added to the amount of such assessment interest and costs as aforesaid. Said assessments or charges shall be subordinate in lien to the lien of any mortgage or mortgages on the property which is subject to such charges regardless of when said mortgage or mortgages. were created or when such charges accrued; provided, that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure of such mortgage or mortgages and the transferee shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after the sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior, in lien of any mortgage or mortgages whatsoever on such property.

**Section 6 - Assessment Lien Docket**

The Corporation shall keep an Assessment Lien Docket at the registered office of the Corporation. Immediately upon assessments becoming delinquent as Herein above provided, the Treasurer shall cause an entry thereof to be made in the Assessment Lien Docket, which entry shall disclose the date the entry is made, the names of the owners of the subject lot as shown in the Corporation's records, the number of the lot, the amount of the delinquent assessment, and the due date and the assessment period of the delinquent assessment. Upon written inquiry of any lot owner or any attorney-at-law who certifies to the Corporation that he represents either an owner of a lot in Clairborne or of a purchaser thereof, the Treasurer, upon receipt of \$10.00 as a service charge, shall certify to the inquiring owner or attorney-at-law as to the assessment status of the lot which is the subject of the inquiry, stating: (a) Whether the current assessment is paid; and/or (b) If there are any delinquent assessments, all of the lot which is the subject of the inquiry, together with the per diem interest thereon, to be computed on each delinquent assessment from its respective due date to the date of receipt by the Corporation of payment

thereof in full. The Certificate of the Corporation shall be binding on the Corporation. In the event a certificate postage paid and addressed to the inquiring party at its mailing address provided by them is not deposited in the United States mails by the Corporation within five (5) business days after receipt of written inquiry and service charge, all assessments affecting the lot which is the subject of the inquiry shall be deemed to have been paid in full within the discount period. Upon receipt by the Corporation of payment of any delinquent assessment, with interest and costs, if applicable, as herein above provided, the treasurer shall enter in the Docket the date and amount of the payment received, together with the notation "Paid in Full".

**Section 7 - Voting Rights.**

The number of votes of each member shall be as set forth in the Certificate of Incorporation.

**Section 8 - Proxies**

Each Member entitled to vote shall at every meeting of the Members, be entitled to vote in person or by proxy, in writing and signed by him or her, but no proxy shall be voted after one (1) year from its date unless it provides for a longer period. Every proxy shall be revocable and shall automatically cease upon conveyance of the lot. Such right to vote shall be subject to the right of the Board of Directors to close the transfer books or to fix a record date for voting Members as hereinafter provided and if the Directors shall not have exercised such right, no vote shall be cast at any election for Directors by anyone who shall have accepted Membership in the Corporation within ten (10) days of such election. Only one (1) vote shall be cast with respect to each lot in Clairborne at Lexington Farms. In the event that Members who hold title to any lot either by the entirety, or as joint tenants, or as tenants in common, attempt to cast the vote for such lot in conflicting ways, such vote shall be recorded as a fractional vote.

**ARTICLE IV - CORPORATION PURPOSES**

**Section 1 – Purpose**

The Clairborne at Lexington Farms Maintenance Corporation has been created to provide for the orderly preservation of property values of the individual dwelling lots and individual dwelling units in the said community and for the orderly and efficient maintenance of the private open space. The Corporation is an agency delegated and assigned the powers of maintaining, administering, and managing the community properties, ministering, and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

**Section 2. Enforcing The Covenants and Restrictions**

An assessment may be levied upon any property which is not maintained in compliance with the Declaration of Restrictive Covenant. Non-compliance shall be determined by a majority vote of the Board of Directors at any meeting called for such a purpose and includes, but is not limited to, Architectural Review failures. This assessment shall commence thirty (30) days after notification by certified mail, postage prepaid. The uniform rate for this assessment shall be five dollars (\$5.00) daily for every day after notification until the property is restored to compliance. The remedy for non-payment of this assessment shall be as described, in Article III Section 6. Approved by the General Membership on 2/14/2023.

**ARTICLE V - BOARD OF DIRECTORS**

**Section 1 – Membership**

The affairs of the Corporation shall be managed by a Board of five (5) Directors, who shall be Members of the Corporation. There shall be not more than one (1) member of the Board of Directors from any lot or unit whose fee title is owned by more than one person or an entity consisting of more than one person, at any given time. The Board of Directors shall be elected by mail ballot or electronic proxy vote before each annual general membership meeting. Members of the Board of Directors elected by the general membership shall serve for a term of two (2)



years. Such term shall commence at the close of the annual meeting at which their election is announced and continue until the close of the regular annual meeting two (2) years hence. The terms of the members shall be staggered so that there will be at least three (3), but no more than four (4) vacancies filled each year, ensuring that incumbent Directors are serving- at all times. Terms of the Initial Board shall be provided hereinafter. shall consist of three (3) directors appointed by the incorporator. One (1) of the members shall serve for a term of one (1) year, such term ending at the close of the regular annual meeting on the second Tuesday of January each year. Two (2) of the Members shall serve for a term of two (2) years, such a term ending at the re-election of their successors.

#### **Section 2 – Vacancies**

Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining Directors; any such appointed Director shall fulfill the remaining term of the Director he has replaced.

#### **Section 3 – Compensation**

No Director shall receive any compensation except that the officers of the Corporation and the chairpersons of the Standing Committees shall be exempt from a 1- year annual assessment. This provision in no way implies that said officers/chairpersons are employees of the Corporation, but that said assessment exception is merely a token of the Corporation's recognition of time and efforts expended in the performance of their duties. Also, any Director may be reimbursed for his actual reasonable expenses, if any, incurred in the performance of his duties, upon approval by a majority vote of the Board of Directors.

#### **Section 5 - Regular Meetings**

Four (4) -regular mandatory meetings of the Board of Directors shall be held on the 2nd Tuesday of January, April, July, and October of each year. Should said meeting fall upon a Legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall set by resolution a regular time and place for holding regular meetings. The Board of Directors may conduct more frequent regular meetings at its discretion. All regular meetings shall be open to the membership.

#### **Section 6 - Special Meetings**

Special meetings of the Board of Directors shall be held when called by the President of the Corporation, or by written request of any three (3) Members of the Board, after not less than ten (10) days' notice to each Director. The Board of Directors may at their discretion determine whether or not a special meeting is open to the general membership.

#### **Section 7 - Quorum**

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### **Section 8 - Special Approvals**

In the interest of efficiency any Director, by obtaining the prior written approval of a majority of the Directors on each matter, shall have the right to take action on that matter, in the absence of an actual meeting of the Board of Directors.

#### **Section 9 - Waivers of Notice**

Any notices of meetings may be waived at any time by all Directors in advance of, or at such meetings.

### **ARTICLE VI - ELECTION OF DIRECTORS: ELECTION COMMITTEE**

#### **Section 1 – Election**

Election to the Board of Directors of the membership shall be by written ballot as hereinafter provided. At such an election, the owners who are not delinquent in their assessment may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of

in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of these By-Laws. The names receiving the largest number of votes shall be elected.

#### **Section 2 – Nominations**

Nominations for election to the Board of Directors shall be made by the Election Committee which shall be one of the Standing Committees of the Corporation.

#### **Section 3 - The Election Committee**

This Committee shall consist of a chairperson, who shall be the Secretary of the Corporation, and not less than two (2) or more than four (4) Members of the Corporation. The Election Committee shall be appointed by the Board of Directors prior to each election.

#### **Section 4 - Duties of the Election Committee**

The Election Committee shall make and solicit and place on the ballot the names of any Members seeking election to the Board of Directors. In no case will the number of candidates be less than the number of vacancies. Such nominations shall be made from among Members. Nominations shall be placed in a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to Members.

#### **Section 5 - Ballots**

All elections of the Board of Directors shall be made by proxy vote electronically by email or written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of the candidates selected by the Election Committee for such vacancies; and (c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the voting membership at least twenty-four (24) days in advance of the regular annual meeting. The return date of completed ballots shall be no later than ten (10) days before the annual meeting to allow the incoming Board of Directors sufficient time to elect officers and appoint chairpersons. Each eligible voting member shall receive one (1) ballot for each lot that he owns. The number of votes a Member is entitled to cast per vacancy shall be in accordance with the voting rights set forth above in these By-Laws and in the Certificate of Incorporation. Each eligible voting Member shall also receive a blank ballot - envelope and an outside envelope that has space provided for the return address and signature of the lot owner, pre-stamped and pre-addressed to be returned to the Secretary. Members voting by proxy "electronically email" waive the right to receive a mail-in ballot.

#### **Section 6 - Return of Ballots.**

Each completed ballot shall be placed in the blank ballot envelope. Each ballot envelope shall then be placed in the -outside envelope. To be valid, the outside envelope must be signed by at least one of the eligible voting owners of record of the lot and must include a return address. The pre-stamped and pre-addressed outside envelope shall then be returned to the Secretary.

#### **Section 7 - Verification and Counting of Ballots**

Upon receipt of each outside envelope, the Secretary shall immediately place it in a safe or other locked place until the day set for the counting of the ballots, which day shall be set by the Board of Directors. On that day, the outside envelopes containing the ballot envelopes shall be turned over, unopened, to the Election Committee. The Election Committee shall then adopt the following procedure: (a) First examine each outside envelope ascertaining the eligibility and validity of the ballot based upon the information shown on the outside envelope. (b) Separate each ballot envelope from the outside envelope to ensure the anonymity of the vote. (c) Proceed to the opening of the ballot envelopes and counting of the votes. Only one vote per candidate per ballot shall be counted. Any ballot envelope containing more than one ballot shall be disqualified. Ballots received electronically will be counted and added to the mail-in ballots (d) The separated outside ballot envelopes shall be retained by the Secretary for no less than fourteen (14) days after the regular annual meeting.

**ARTICLE VII - POWERS A DUTIES OF THE BOARD OF DIRECTORS****Section 1 – Powers**

The Board of Directors shall have the following powers: (a) To call special meetings of the Board of Directors whenever it deems necessary, and it shall call a meeting at any time upon written request of a majority of the Members of the Board. (b) To appoint and remove at pleasure all officers, committee members, agents, and employees of the Corporation, prescribe their duties, and require of them such security or fidelity bond as it may deem expedient and in the best interests of the Corporation. (c) To collect the assessments or charges on individual dwelling lots. (d) To exercise for the Corporation all powers, duties, and authority vested in or delegated to this Corporation, except those reserved to the meeting or to Members in the covenants. (e) In the event that any member of the Board of Directors of the Corporation shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant. (f) Approve the budget. (g) A majority of the Directors must approve all contracts to which the corporation is a party, and which Obligates the corporation to make payment in an amount greater than or equal to \$500.00.

**Section 2 – Duties**

It shall be the duty of the Board of Directors: (a) To cause to be kept- a complete record of all its acts and corporation and financial affairs and to present such to the Corporation Members at the regular annual meeting or at any special meeting of the general membership when such is requested in writing by ten percent (10%) of the voting Corporation membership. (b) To supervise all officers, committee chairpersons, agents, and employees of this Corporation, and to see that their duties are properly performed. (c) To recommend to the general membership changes in the assessments against each lot or unit (property). A first approved by the Board of Directors after submission to the Board by the treasurer; after approval of same, the Board shall present the budget to the membership for its information. (d) To cause the treasurer to send written notice of each assessment to every owner subject thereto. (e) For a nominal charge to issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such a certificate shall be conclusive evidence of any assessment therein stated to have been paid. (f) To appoint officers and committee chairpersons. (g) To enforce the Declaration of Restrictions.

**ARTICLE VIII - OFFICERS****Section 1 - Officers**

The officers shall be a President, a Vice President, a Secretary, a Treasurer, one Assistant Vice President, and the Committee Members.

**Section 2. Appointment of Officers**

Officers shall be appointed by the incoming Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting.

**Section 3 - Term of Office**

All officers shall hold office at the pleasure of the Board of Directors.

**Section 4 - Duties of the President.**

The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Board of Directors, shall see that all orders, policies, and resolutions of the Board of Directors are carried out, and sign all notes, leases, mortgages, deeds, and all other written instruments. The President shall be responsible to the Board for the execution of all activities and functions under his jurisdiction.

**Section 5 - Duties of the Vice-President.**

The Vice-President shall perform all the duties of the President in the absence of the President and shall serve as the chairperson of the Grounds and Maintenance Committee.

shall keep the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall keep the records of the Corporation. The Secretary shall be responsible for giving proper notices in accordance with the provisions hereof and shall perform, in addition, all of the usual duties of correspondence prescribed from time to time by the Board of Directors. The Secretary shall also serve as chairperson of the Election Committee.

**Section 7 - Duties of the Treasurer.**

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budget adopted by the Board. All checks of the Corporation shall be signed by any two of the following: the President, Vice-President, Treasurer, or an accounting firm. Notwithstanding Section 6, the Treasurer shall be responsible for giving notice to Members relating to assessments or delinquencies, and the Treasurer shall be charged with the duty to enforce the collection of the annual assessments. The Treasurer shall keep proper books of account. He or she shall prepare an annual budget and annual financial statements which shall be presented to the Board of Directors for approval and then to the general membership for their information at the regular annual meeting. The Treasurer shall submit to the Secretary and to the Election Committee a list of all Members and all delinquent Members as of the date of the mailing of ballots, to be used by the Secretary to determine those to receive ballots, and by the Election Committee to verify the validity of the vote. The Treasurer shall notify the Lien Docket Office on September 30 as to any delinquent assessment. Said list shall be updated as required after delinquent assessments are paid.

**Section 8 - Duties of Assistant Vice-Presidents.**

The Assistant Vice-President shall serve as chairperson of the Audit Committee.

**Section 9 - Committee Members.**

Members of the Standing Committees of the Corporation, and any Committee created by the Board of Directors in accordance with Article X shall perform the duties and functions of that Committee.

**ARTICLE IX - COMMITTEES**

**Section 1 - The Standing- Committees of the Corporation shall be: the Audit Committee, Election Committee, Grounds Maintenance Committee, and Subcommittee.**

Unless otherwise provided herein, each committee shall consist of a chairperson who shall be an officer and two or more Members and shall include a Member of the Board of Directors for Board contact. The chairperson of each committee shall be responsible to the Board and report directly to the President for the execution of all duties and functions which come under the committee's jurisdiction. The committee chairpersons and members shall be appointed by the incoming Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting. The Board of Directors may appoint such other committees as it deems necessary.

**Section 2 - The Audit Committee**

This Committee shall supervise the annual audit to be presented to the Board of Directors for approval. The Treasurer shall be an Ex Officio member of the Committee. An assistant Vice-President shall serve as chairperson.

**Section 3 - The Election Committee**

This Committee shall have the duties and functions described in Article VI of these By-Laws. -The Secretary shall serve as chairperson.

**Section 4 - The Grounds and Maintenance Committee**

This Committee shall be responsible to the President of the Corporation for, all matters pertaining

to the maintenance of structures. Landscaping, and signage to the community entrances: maintenance of private open space; plowing and sanding of roadways designated by the Board of Directors; other functions that the Board, in its discretion, determines. The Vice President shall be the chairperson.

#### **Section 5 - Subcommittee**

With the exception of the Nominating Committee, each committee shall have the power to appoint to a subcommittee any of its powers, duties, and functions.

### **ARTICLE X - MEETINGS OF MEMBERS**

#### **Section 1 – The Regular Annual Meeting**

The regular annual meeting of the Members shall be held on the 2nd Tuesday of February each year, at the hour of 7:00 p.m. The place for the meeting shall be set and announced by the Board of Directors. If the day for the annual meeting of the Members fall upon a holiday, the meeting will be held at the same hour on the first day following, which is not a holiday.

#### **Section 2 - Special Meeting.**

Special Meeting of the general membership for any purpose may be called at any time by the President or by any three or more Members of the Board of Directors, or upon written request containing signatures of ten percent (10%) of the entire membership.

#### **Section 3 - Written Notice.**

Written Notice of any meetings shall be given to the Members by the Secretary. Notice may be given to the Member either by delivery or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing in the books of the corporation, or via email. Each Member shall register his address with the Secretary, and notices shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed or delivered or emailed at least ten (10) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VI of these By-Laws or any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

#### **Section 4 – Quorum**

The presence at the meeting of Members entitled to cast one-tenth (1/10) of the votes of each class of membership) shall constitute a quorum, for any action governed by these By-Laws. Any action governed by the Articles of Incorporation shall require a quorum as therein provided.

### **ARTICLE XI - BOOKS AND PAPERS**

The books, records, and papers of the Corporation, shall be subject to the inspection of any Member during reasonable hours

### **ARTICLE XII - CORPORATION SEAL**

The Corporation shall have a seal in a circular form having within its circumference the words: CLAIRBORNE MAINTENANCE CORPORATION- Corporate Seal (dated) 1988, Delaware.

### **ARTICLE XIII - MODIFICATION OF BY-LAWS**

These By-Laws shall be modified or repealed, or new By-Laws shall be enacted by the approval of a majority vote of the Members who are voting in person or by proxy at any general meeting of the membership provided that at least ten (10) days advance written notice, containing the proposed changes, is given of the intent to modify or repeal or enact said By-Laws.

### **ARTICLE XIV - NOTICES**

Notice required to be given under the provisions of these By-Laws to any Director, officer, or Member shall not be construed to mean personal notice, but may be given in writing by depositing the same in the post office or letterbox, in a post-paid envelope such address as

appears on the books of the Corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Any Member, officer, or Director may waive, in writing, any notice required to be given under these By-Laws, whether before or after the time stated therein.

#### **ARTICLE XV - ACTION BY RESOLUTION**

Notwithstanding any provision here before to the contrary, the written unanimous resolution of the Board of Directors, dated and signed, shall constitute the effective act of the Corporation as of such date without the necessity of prior notice or formal meeting; and such resolution shall in itself constitute a duly executed waiver of prior notice for a meeting to consider the matter (s) thereby decided.

#### **ARTICLE XIV - INDEMNIFICATION**

##### **Section 1 - Right to Indemnification**

Each person which was or is made a party to or is threatened to be made a party to or is involved in any action, suit, or proceeding, whether civil, criminal; administrative, or investigative ("proceeding"), by reason of the fact he or she or a person for whom he or she is the legal representative is or was a director or officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director or officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent or in any other capacity while serving as a Director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended or under any other law of Delaware as may be enacted (but, in the case of any such amendment or subsequent enactment, only to the extent such amendment or enactment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a Director or officer of the Corporation in his or her capacity as a Director or officer ( and not in any other capacity in which service was or is rendered by such person while a Director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of the such proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it should be determined ultimately that such Director or officer is not entitled to be indemnified under this section or otherwise.

##### **Section 2 - Right of Claimant to Bring Suit**

If a claim under Section 1. is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final "disposition where the required undertaking has been. tendered to the Corporation) that the claimant has not met the standards of conduct that make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors and independent legal counsel to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the

circumstances because he or she has met the applicable standard of conduct outlined in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel) that the claimant had not met the such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant had not met the applicable standard of conduct.

**Section 3 - Non-Exclusivity of Rights**

The rights conferred by statute, provision of the Certificate of Incorporation, By-Law, or by Sections one and two shall not be exclusive of any other right which such person may have or hereafter acquire under any agreement, a vote of stockholders or disinterested directors or otherwise.

**ARTICLE XV - INSURANCE**

The Corporation shall obtain a policy of general liability insurance, with Director's and officer's liability coverage to cover Directors, officers, committee persons, employees, and agents of the Corporation while conducting normal activities within the scope of their duties. In addition, the Corporation shall obtain any other insurance that it shall deem necessary.