

**BYLAWS OF MUM NORTH CAMPUS VILLAGE  
HOMEOWNERS' ASSOCIATION, INC.**

Article I      Members

**Section 1. Definitions.** In these bylaws, the following words and phrases shall have the meanings set forth in this section:

- (a) "Assessment:" See Article VII, Section 1.
- (b) "Association" shall mean the MUM North Campus Village Homeowners' Association, Inc., an Iowa nonprofit corporation.
- (c) "Board" shall mean the board of directors of the Association.
- (d) "Condominium" shall mean a multi-family building in the MUM North Campus Village Subdivision that is registered as a condominium regime with the State of Iowa.
- (e) "Condominium Unit" shall mean a legally described living unit in a Condominium that is constructed and ready for occupancy, or a legally described living unit that has been sold in a Condominium under construction.
- (f) "Condominium Unit Owner" shall mean the owner (including all co-owners, if the owner consists of more than one person) of a Condominium Unit.
- (g) "Contract Seller" shall mean the owner of the legal title to a Lot who holds such title as security for payment of sums owing by the purchaser under a recorded real estate contract for the purchase and sale of such Lot.
- (h) "Covenants" shall mean the restrictive covenants filed with the MUM North Campus Village Subdivision plat in drawer \_\_\_\_, document \_\_\_\_\_ of the Jefferson County Recorder on October 31, 2002 and any amendments of record.
- (j) "Developer" shall mean Maharishi University of Management or Vastu Design & Construction, Inc. "The Developers" shall mean Maharishi University of Management and Vastu Design & Construction, Inc. collectively.
- (k) "Director" shall mean each member of the Board of the Association singly, and the "Directors" shall mean the members of the Board collectively.
- (l) " Dwelling Unit" shall mean a self-contained living unit such as a single-family home, a Condominium Unit, or an apartment with private bath and kitchen.
- (m) "Lot" shall mean a platted lot in the MUM North Campus Village Subdivision and all subsequent phases thereof.
- (n) "Lot Leaseholder" shall mean a person (or persons, if the leaseholder consists of more than one person) who has leased their Lot from Maharishi University of Management.
- (o) "Lot Owner" shall mean the owner (including all co-owners, if the owner consists of more than one person) of the entire equitable title to a Lot in the Subdivision.

Lots on which a Condominium building is located are not included in this definition. If a Lot ~~that~~ has not yet been purchased by a buyer, then Maharishi University of Management shall be recognized as the Lot Owner of that particular Lot.

(p) "Subdivision" shall mean the MUM North Campus Village Subdivision and all subsequent phases thereof.

**Section 2. Membership.** Each Lot Owner, Lot Leaseholder, and Condominium Unit Owner in the Subdivision shall be a member ("Member") of the Association. "Members" shall mean, collectively, all of the Members in the Subdivision. The rights of each Member shall be exercised solely by, and the Association shall have the right to communicate solely with, a single natural person consisting of

(a) in the case of a Member consisting of a corporation, partnership or trust, then an officer, partner, fiduciary or employee of such owner designated in writing by such owners; or

(b) in the case of a Member consisting of more than one person holding the Lot or Condominium Unit jointly or in co-tenancy, then one of the co-owners as designated in writing by such owner; or

(c) in the case of a designation in writing not having been made in accordance with (a) or (b) above, the Association shall have the right to designate as the Member's representative any natural person who, according to the records of the Jefferson County Recorder, Clerk of the District Court for Jefferson County, or Iowa Secretary of State, reasonably appears to be (x) an officer, trustee or other agent of the owner if the owner is a corporation, trust or partnership, or (y) a co-owner of the equitable title to the Lot. The ~~Lot Owner~~ Member shall indemnify and hold harmless the Association from and against any and all liability, expense, cost, damage and attorney fees incurred by the Association and resulting from its designation of who shall be the person representing and acting for a ~~Lot Owner~~ Member, provided the Association is not guilty of gross negligence or intentional misconduct in the designation of such person. For the purposes of these bylaws and any consent, waivers or agreements involving the Association and the Member, the written consent, waiver or agreement of the person so designated shall bind all the entities comprising the Member.

**Section 3. Succession.** The membership of any Member of the Association shall terminate when the Member ceases to be a Lot Owner, Lot Leaseholder or Condominium Unit Owner. Upon the sale, transfer or other disposition of the equitable title to the Lot or Condominium Unit, membership in the Association shall automatically be transferred to the Lot Owner, Lot Leaseholder or Condominium Unit Owner succeeding to such equitable title, and the person representing such successor shall be designated in accordance with section 2 of this article.

**Section 4. Regular Meetings.** Regular meetings of the Members shall be held at such times as shall be determined by the Board of Directors. A regular annual meeting shall be held within three weeks of the Board's presentation of the annual budget, as specified in Article VII, Section 1 (c), unless otherwise determined by the Board. The organizational and each regular meeting shall be held at the date, time and place in Jefferson County, Iowa, as are specified in the written notice of such meeting, and such

notice shall be given to all Members at least ten (10) days prior to the date of such meeting.

**Section 5. Special Meetings.** Special meetings of the Members may be called by the President, by the Board of Directors, by any member of the Board or by any Member or group of Members having forty percent (40%) of the votes entitled to be cast at such meeting. Special meetings shall be called by delivering written notice to all Members not less than ten (10) days prior to the date of such meeting, stating the date, time and place of such special meeting and the purpose or purposes for which the meeting is called.

**Section 6. Delivery of Notice of Meetings.** Notices of meetings shall be delivered to Members either personally, by mail or by email or by electronically acknowledged facsimile transmission, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, a notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon prepaid. If the Member's address does not otherwise appear in the records of the Association, the Member's address shall be deemed to be the address of the Member's Lot. A written waiver of notice of any regular or special meeting of the Members, signed by the person or persons entitled to such notice, whether made before or after the time stated therein, shall be equivalent to the giving of such notice.

**Section 7. Voting.**

(a) Each Lot shall be entitled to (1) vote, except in the case of a Condominium, where each Condominium Unit, as defined in Section 1, shall be entitled to (1) vote. Until such time as a Condominium has units that qualify for individual votes, the owner (or owners) of the Condominium shall have (1) vote for their Lot. If a Lot is, in future, subdivided into additional Lots, or a Condominium Unit is divided into additional units, each additional Lot or Condominium Unit shall be allotted one (1) additional vote. Nothing set forth in this section 7 shall be deemed a consent to any such further subdivision of the Subdivision. The voting rights arising from each Lot or Condominium Unit shall be exercised solely by the Member whose membership is derived from such Lot or Condominium Unit.

(b) A Member may vote in person or by a proxy executed in writing by the Member or by the Member's duly authorized attorney-in-fact. Whenever Directors or officers are to be elected by Members, such elections may be conducted by mail.

(c) When the Developer of the Subdivision makes a request to be removed from the voting on a specific proposal, the Association shall subtract the Developer's votes when calculating the total number of votes entitled to be cast at the meeting.

**Section 8. Informal Action.** Any action required by Chapter 504A of the Iowa Code to be taken at a meeting of the Members, or any action which 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.

**Section 9. Quorum.** A quorum of Members shall be necessary to conduct business at any meeting. A quorum shall be achieved when at least fifty percent (50%) of the Members entitled to vote at such meeting are represented in person or by proxy. The adoption of a proposal shall require a majority of the votes entitled to be cast at a meeting, by the Members present or represented by proxy, unless a greater proportion is required by these Bylaws.

Article II      Board of Directors

**Section 1. Number, Election, and Term of Office.** The Board shall consist of one director until not less than ten (10) dwelling units within the Subdivision are occupied. Thereupon The Board shall consist of three (3) members. Each Director shall hold office for a term of three (3) years and until his successor shall be elected or appointed and qualified; provided that the first Directors shall serve for one (1), two (2) and three (3) years, respectively, with the duration of the term of each initial Director being determined by drawing lots at the organizational meeting of the Board. Each Director's term shall end upon the later of the annual meeting at the end of his initial term or upon his successor being elected or appointed and qualified. Except as otherwise set forth in this Section 1, Directors shall be elected by the vote of the Members at a regular annual meeting of the Members. At an election of Directors, those candidates for the Board who receive the greatest percentage of the votes cast either in person or by proxy at the meeting shall be elected, and the number of Directors elected shall equal the number of directorships to be filled at such election.

**Section 2. Qualification.** Each Director shall be a Member. If, during his term, a Director shall cease at any time to qualify under this section, he shall thereupon cease to be a Director, and his place on the Board shall be deemed vacant.

**Section 3. Vacancies.** Any vacancy on the Board that arises from any cause other than expiration of the term of the Director shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board. Any Director so elected shall hold office for the balance of the un-expired term of the Director whom he succeeds.

**Section 4. Meetings.** Meetings of the Board, regular or special, may be held either within or outside the State of Iowa. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of the Members. Special meetings of the Board shall be held upon a call by the President of the Association or by a majority of the Board on not less than forty-eight (48) hours' written notice to each Director, delivered personally, by mail, by email, by electronically acknowledged facsimile transmission or by telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken, or taken, by the Board without a meeting. A written waiver of notice of any regular or special meeting of the Directors, signed by the Director, whether made before or after the time stated therein, shall be equivalent to the giving of notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless required by the bylaws. Attendance of a Director at any meeting shall constitute a waiver of

notice of such meeting except where a Director attends a meeting for the sole and express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 5. Informal action.** Any action required by Chapter 504A of the Iowa Code to be taken at a meeting of the directors of a corporation, or any action which may be taken at a meeting of the Directors or of a committee of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the Directors or all of the members of the committee of Directors, as the case may be.

**Section 6. Removal.** Any Director may be removed from office for any reason by the vote of two thirds (2/3) of votes of the Members entitled to be cast at a meeting of the Members.

**Section 7. Compensation.** Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority vote of the Members.

**Section 8. Quorum.** Two Directors shall constitute a quorum for any meeting of Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

**Section 9. Powers and duties.** The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association as provided in these bylaws;

(b) to administer the affairs of the Association;

(c) by resolution adopted by a majority of the full Board, to designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in such resolution or in the Articles of Incorporation or these bylaws, shall have and may exercise all the authority of the Board; provided that no such committee shall have the authority of the Board in reference to amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the Members the sale, lease, exchange or other disposition of all or substantially all the property and assets of the Association, recommending to the Members a voluntary dissolution of the Association or a revocation of the articles of incorporation thereof, or amending the bylaws of the Association;

(d) to determine the fiscal year of the Association and to change such fiscal year from time to time as the Board deems advisable;

(e) unless otherwise provided in these bylaws, to comply with instructions set forth in a resolution duly adopted by the Members; and

(f) to exercise all other powers and duties of a Board referred to in these bylaws or the Covenants.

**Section 10. Non-delegation.** Nothing in these bylaws shall be deemed to grant to the Board, the Association or the officers of the Association any powers or duties which, by law, have been delegated to the Members.

**Section 11. Inspection of books and records.** All books and records of the Association may be inspected by any Member, or the Member's agent or attorney, for any proper purpose at any reasonable time. Upon the written request of a Contract Seller, the Board of Directors shall promptly permit inspection by such person or his designee, during reasonable business hours, of the Articles of Incorporation, bylaws and all minutes of meetings and resolutions of the Board or of the Members.

### Article III     Officers

**Section 1. Designation of officers.** At each regular meeting of the Board, the Directors shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a Director, who shall preside over the meetings of the Board and of the Members of the Association and who shall be the chief executive officer of the Association;

(b) a Vice-President, who shall exercise the duties and authority of the office of President when the President is absent or incapacitated, and who shall be acting President when a vacancy exists in the office of President;

(c) a Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of secretary;

(d) a Treasurer; and

(e) such other officers and assistant officers as may be deemed necessary by the Board.

A person may hold more than one office; however, the offices of President and Treasurer shall not be held by the same person.

**Section 2. Powers.** The respective officers shall have the general powers usually vested in such officers; provided that the Board of Directors may delegate specific powers to any other officers or impose such limitations or restrictions upon the powers of any officers as the Board may see fit.

**Section 3. Term of office.** Each officer shall hold office for the term of one (1) year until the later to occur of (a) the next annual meeting or (b) his successor having been appointed or elected and qualified.

**Section 4. Vacancies; removal.** Vacancies in any office shall be filled by the Board of Directors by the majority vote of the Directors. Any officer so appointed shall hold office for the balance of the unexpired term of the officer whom he succeeds. Any officer may be removed from office for any reason by the vote of a majority of the Directors whenever in their judgment the best interests of the Association will be served thereby.

**Section 5. Compensation.** Officers shall receive no compensation for their services as officers, unless expressly provided for in resolutions duly adopted by a majority vote of the Members.

Article IV      Compliance with and Enforcement of Covenants.

**Section 1. Lien.** It shall be the duty of every Member to comply with the Covenants and pay any expense and Assessment in connection with such compliance. If any Member shall fail or refuse to comply with the Covenants or pay such expenses or Assessments, the Board may arrange for the payment of such expenses in any manner, including Assessment levied against Members, and the amount thereof, together with (a) interest thereon at twelve percent (12%) per annum or the maximum lawful rate of interest then permitted by law, whichever is less, and (b) costs of collection (including reasonable attorney's fees), shall constitute a lien on the interest of such Member in his Lot or the improvements thereon, or in his Condominium Unit and in his membership privileges in the Association.

**Section 2. No Assessment or lien for exercise of right of first refusal.** Notwithstanding anything to the contrary in these bylaws, the Association shall not levy any Assessment, except for incidental expenses of the Association such as attorney's, accountant's and surveyor's fees, for the purchase of any Lot pursuant to the Association's right of first refusal on transfer of such Lot as set forth in the Covenants.

**Section 3. Procedure for hearings.** Whenever these bylaws or the Covenants entitle a Member to a hearing before the Association, the Member or Board shall have the right to initiate the hearing on ten (10) days prior written notice (delivered either personally, by mail or by email or by electronically acknowledged facsimile transmission) and, if either party desires a stenographic record to be made, the party desiring such record shall arrange and pay for the stenographer. Both parties shall have the right to receive a transcript of the record.

**Section 4. Procedures for consideration of construction plans.** The Board shall have the authority to review and approve or disapprove, on any and all grounds set forth in these bylaws or the Covenants, construction plans offered by a Member. The board shall respond promptly, and in no case more than thirty days after receiving plans from a Lot Owner, to requests for review and approval of plans. The Member submitting the plans shall pay the reasonable costs incurred by the Association in reviewing the plans. Such costs shall include but are not limited to professional fees incurred by the Association.

**Section 5. Campus Rules.** All occupants of and visitors to the Lots shall be subject to the authority of campus security personnel.

Article V      Amendments to Bylaws

**Section 1.** Any modification of these bylaws shall be made only by means of a duly enacted amendment to the bylaws adopted by a three-quarter's (3/4) vote of the Members at an annual or special meeting of the Members called for such purpose, provided that all amendments shall require the concurrence of the Board of Directors. The notice to the Members required by these bylaws shall include the text of the proposed amendment and

the text of any portion of the bylaws to be modified thereby. Upon the adoption of any such amendment, the amendments shall be maintained in the corporate records of the Association. The provisions of this section shall not be construed to modify or abrogate any of the discretionary powers of the Board set forth in these bylaws with respect to the decisions of the Board or the adoption of resolutions by the Board.

**Section 2.** Notwithstanding the foregoing section 1 of this Article, no amendment to those bylaws that are stated in these bylaws as being un-amendable without the approval of the Board of Directors, a mortgage holder or Contract Sellers or lien-holders, as the case may be, shall be effective unless the written approval therefore shall have been obtained by the Association from the Board, mortgage holder, Contact Seller or lien-holder, as the case may be.

**Section 3.** Notwithstanding anything to the contrary in these bylaws, no amendment to the bylaws shall repeal, modify or otherwise affect the Covenants or their enforceability; however, amendments may be made to these bylaws for the purpose of facilitating the more efficient and thorough enforcement, as well as the renewal and extension of the Covenants.

#### Article VI     Indemnification

**Section 1. General.** The Association shall indemnify and hold harmless (a) each of its Directors and officers, (b) each member of any committee appointed pursuant to these bylaws and (c) the Board of Directors against all contractual and other liabilities, on behalf of the Members, or arising out of their status as Directors, Board, officers or committee members. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, suit or other proceeding, whether civil (litigation or arbitration), criminal or administrative, in which any such Director, officer or Board or committee member may be involved by virtue of such person being or having been such Director, officer or Board or committee member, provided that such indemnity shall not be operative with respect to

(x) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is no reasonable ground for such person's being adjudged liable of gross negligence, intentional breach of fiduciary duty or fraud in the performance of his duties as such Director, officer or Board or committee member or

(y) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence, intentional breach of fiduciary duty or fraud in the performance of his duties as such Director, officer or Board or committee member.

The indemnification provided in this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members or disinterested members of the Board or otherwise, both as to action in the indemnitee's official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person who, or



entity that, has ceased to be a member of the Board, officer of the Association or a member of such committee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

**Section 2. Success on merits.** To the extent that a member of the Board or an officer of the Association or a member of any committee appointed pursuant to these bylaws has been successful, whether on the merits or otherwise, in defense of any action, suit or proceeding referred to in Section 1 of this Article, or in the defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and costs of court) actually and reasonably incurred by him in connection therewith.

**Section 3. Advanced payment.** Expenses incurred in defending a civil or criminal action, arbitration or other proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VI.

**Section 4. Special Assessment.** Each Member shall be responsible to pay his ratable portion of any indemnification determined by the Board to be required of the Association. If any Member shall fail or refuse to comply with the requirements of this section 4, the Board may arrange for the payment of such expenses in any manner, including Assessment levied against the other Members or the recalcitrant Member or Members, and the amount thereof together with (a) interest thereon at twelve percent (12%) per annum or the maximum lawful rate of interest then permitted by law, whichever is less, and (b) costs of collection (including reasonable attorney's fees) shall constitute a lien, enforceable by the Board, upon the interest of such Members in their Lots or Condominium, and in such Member's membership privileges in the Association. The Members paying amounts in excess of their ratable portion of any indemnification shall have the right to obtain restitution directly from the recalcitrant Member or Owners Members.

**Section 5. Miscellaneous.** With respect to every agreement made by the Board or officers, on behalf of the Members, the Board or officers, as the case may be, shall act only as agents for the Association and Members and shall have no personal liability thereunder, in the absence of gross negligence, intentional breach of fiduciary duty or fraud in the execution and performance of such agreement.

## Article VII Assessments

### **Section 1. Purpose.**

(a) Assessments shall be levied on each Member assessed on a pro-rata basis as described in Article VII, Section 5, to cover actual expenses of:

(i) constructing, maintaining, repairing, replacing, improving, operating and insuring the Common Area;

(ii) maintaining, repairing, replacing, improving, operating and insuring the provision of roads, utilities, utility systems, easements, equipment and other similar facilities and services of the Association;

(iii) maintaining common infrastructure if any;

(iv) other common expenses or taxes or assessments levied on the Association or the Common Area by any of the following:

(A) the Association,

(B) a governmental authority, or

(C) a utility company

including, without limitation, costs of labor, equipment, materials, management, supervision, utilities, taxes and other related expenses, expenses arising out of any measure undertaken to enhance the safety of those on the Subdivision, regular levies of expenses against the Association by any entity for maintenance or other amenities or services that benefit the Members; and such other expenses as are reasonable and necessary for the maintenance of the Association as a whole; and

(v) any other purpose authorized by these bylaws; however, no Assessments for major improvements not described herein or for expansion of the Subdivision's boundaries shall be levied without the unanimous consent of the Members.

(vi) Notwithstanding anything to the contrary in these Bylaws or the Covenants, the Association shall cause the interior roads of the Subdivision to be maintained with a chip and seal or better surface, and all expenses in connection with such improvements to the roads shall be assessed to the Members as set forth in Section 5.

(b) The Board of Directors shall have the right to levy further Assessments for (i) services approved by the membership and (ii) transactional and administrative expenses, including fees of engineers, accountants, attorneys and other professionals, approved by the Board.

(c) On or before February 15th of each year, a budget shall be prepared of the estimated expenses, including any capital contribution to establish a reserve fund in accordance with a reserve budget separately prepared. The amount of periodic Assessments shall be set at a level that is reasonably expected to produce total income equal to the total budgeted expenses, including reserves. In determining the total funds to be generated through the levy of Assessments, the Association, in its discretion, may consider other sources of funds available, including any surplus from prior years and any Assessment income expected to be generated from any additional real estate reasonably anticipated to become subject to partial or full Assessment during the fiscal year. The Association shall send a copy of the final budget and notice of the amount of Assessment (delivered either personally, by mail or by email or by electronically acknowledged facsimile transmission) to all Members no later than February 15 of the year to which it relates. If a budget is not adopted for any year, then until such time as a budget is adopted, the budget in effect for the immediately preceding year shall continue for the current year. Assessments shall be payable in regular installments as determined by the Association, beginning on March 1, of the year to which they relate.

(d) In the event the Association anticipates or experiences a revenue shortfall for any reason at any time during or following the fiscal year, the Board of Directors shall have the right to levy a supplemental Assessment to make up the shortfall.

(e) Notwithstanding anything to the contrary in these bylaws or the Covenants, (i) neither section 1(a)(i) nor section 1(a)(vi) of this article shall be amended without the unanimous approval of the Members; and (ii) no Member shall be required to pay an assessment on capital improvements not described in these bylaws without his approval.

**Section 2. Lien.** From the time any Assessment is made until it is paid in full, any duly authorized Assessment, together with (a) interest on any unpaid amounts thereof, calculated per diem from the day following their due date, at a rate of twelve percent (12%) per annum or the maximum rate permitted by law (whichever is less), (b) reasonable late charges, (c) costs and (d) attorney's fees, shall be a charge and continuing lien upon the assessed Members' interest in their Lots or Condominium Units. Each Assessment, together with such interest, late charges, costs and attorney's fees, shall also be the personal obligation of the person or persons who constituted the Member representing such Lot or Condominium Unit at the time the Assessment arose. Upon a transfer of equitable title to the real estate, the grantee and grantor shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance. However, no mortgagee who obtains title to real estate by exercising the remedies provided in its mortgage shall be personally liable for unpaid Assessments that were assessed prior to the recordation of its lien or mortgage on the Lot, but the lien of such Assessment shall not be eliminated by the foreclosure or otherwise, except as otherwise provided in the applicable foreclosure statute. The Members and their heirs, successors and assigns may not exempt themselves from liability for Assessments by virtue of nonuse of a Lot or common area, abandonment of a Lot, or any other reason.

**Section 3. No set-off.** The obligation to pay all Assessments authorized by the Covenants or these bylaws is a separate and independent covenant on the part of each Member and such Member's successors and assigns. No diminution, abatement or set-off of an Assessment shall be claimed or allowed for any alleged failure of the Association or its successors or assigns to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes, or for any other reason.

**Section 4. Exempt property.** Any property dedicated to and accepted by a governmental authority or public utility shall be exempt from payment of Assessments.

**Section 5. Allocation of Assessments.**

(a) For the purpose of collecting assessments to cover the yearly budget of the Association, the contribution of each Member shall be determined as follows:

(i) Half of the Association's yearly budget shall be collected ratably based on Lot frontage. The total linear feet of eastern Lot frontage of all the Members in the Subdivisions, not including Lots owned by the Developers, shall be calculated at the time the yearly budget is prepared. Half of the budget shall be divided by the total linear feet and shall be known as the "Lot Frontage Multiplier". Each Member's eastern Lot frontage shall be multiplied by the Lot Frontage Multiplier

to determine their contribution amount. In the case of a Condominium Unit, it's share of Lot frontage shall be calculated based on what percentage of the total square footage of the building it owns.

(ii) The other half of the Association yearly budget shall be collected by assessing Members for each Dwelling Unit they own. The "Dwelling Unit Assessment Figure" shall be determined by dividing half of the yearly budget by the total number of Dwelling Units existing at the time the yearly budget is prepared.

(iii) The Lot Frontage Multiplier and Dwelling Unit Assessment Figure for each year shall be determined at the time the yearly budget is prepared and shall remain constant throughout the year. If, throughout the year, additional Members or Dwelling Units are added to the Association, they shall be assessed on a pro rata basis using the Lot Frontage Multiplier and Dwelling Unit Assessment Figure for that year. Any overage of assessments due to additional Members shall be taken into account when the next year's budget is prepared.

(iv) In the case that a Lot is owned by a Developer of the Subdivision, dues based on linear footage of eastern Lot frontage shall not be assessed until the street in question has been chip and sealed. Any dues payable by the Developer shall not be collectable until the Developer sells the Lot. At the closing of a Lot sale, the Association shall receive all accrued dues along with applicable interest.

(b) Except as otherwise set forth in these bylaws or the Covenants, Assessments shall be allocated on a case-by-case basis by the Board, if the assessment is under their jurisdiction, or by the Association as it votes to approve a motion requiring an assessment.

(c) All Assessments for maintenance and insurance of, or improvements to, Common Area [including roads only to the extent set forth in section [VII(1)(a)(vi)] within the Subdivision shall be deemed to benefit all Lots.

The undersigned certifies that these bylaws were adopted by the Board of Directors of MUM North Campus Village Homeowners Association, Inc. on \_\_\_\_\_ (date of signing)

\_\_\_\_\_  
Martin Brett, Director

\_\_\_\_\_  
Nancy Watkins, Director

\_\_\_\_\_  
Jonathan Worcester, Director

The following amendment to the bylaws was approved at a meeting of the Members held February 25, 2009:

**A motion was made by Nancy Watkins to change the bylaws to expand the Board of Directors to 5 members (39 votes needed to pass):**

The Board feels that as the number of Homeowners expands it will be better to have five Directors to handle the affairs of the Association. This should provide a wider representation of the interests of the Members, bring more people with specialized expertise onto the Board, and make it easier to achieve a quorum of Directors for meetings. Following are the proposed changes to the bylaws to provide for 5 Directors (changes are in RED):

Bylaws, Article II (Board of Directors)

Section 1. Number, Election, and Term of Office. The Board shall consist of ~~one director until not less than ten (1) dwelling units within the Subdivision are occupied. Thereupon the Board shall consist of three (3)~~ **five (5)** members. Each Director shall hold office for a term of three (3) years and until his successor shall be elected or appointed and qualified; provided that ~~the first~~ **any Directors added to a current number of** Directors shall serve for one (1), two (2) ~~and~~ or three (3) years, ~~respectively,~~ **so that the number of Directors being regularly elected will not vary more than necessary from year to year. with** **If necessary,** the duration of the term of ~~each initial~~ **added** Directors will be ~~being~~ determined by drawing lots at the organizational meeting of the Board.

Section 8. Quorum. ~~Two~~ **Three** Directors shall constitute a quorum for any meeting of Directors. The act of ~~the majority~~ **three or more** of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

The motion was seconded by Martin Brett and adopted with yes votes from 17 Members present and 24 Members by proxy.

As recorded by Nancy Walker, Secretary