

THE ESTATES OF LONDON BRIDGE  
HOMEOWNERS ASSOCIATION

BYLAWS



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**BYLAWS**  
**OF**  
**THE ESTATES OF LONDON BRIDGE**  
**HOMEOWNERS ASSOCIATION**

**ARTICLE I. NAME AND LOCATION:**

The name of the association, referred to in these Bylaws as the "Association" is THE ESTATES OF LONDON BRIDGE HOMEOWNERS ASSOCIATION. The initial office of the Association shall be located at 402 Bayard Road, Suite 100, Kennett Square, Pennsylvania, but meetings of members and directors may be held at other places within the Commonwealth of Pennsylvania that may be designated by the Board of Directors.

**ARTICLE II. DEFINITIONS:**

"Association" shall mean and refer to THE ESTATES OF LONDON BRIDGE HOMEOWNERS ASSOCIATION, its successors and assigns.

"Common Open Space" shall mean and refer to those areas and items to be shown on any recorded subdivision plan of the Property which do not constitute Units and which are intended to be devoted to the common use and enjoyment of the Owners of the Property (excluding however any portion of the Property dedicated to New London or Elk Townships, to Brandywine Conservancy, Inc., or to any local authority).

"Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Estates Of London Bridge, as same from time to time may be amended.

"Developer" and "Declarant" shall mean and refer to Greenpoint Farm, Inc., a Pennsylvania Corporation.

**"Family Unit"** shall mean and refer to Occupants of an individual dwelling unit under one of the following categories:

- A. A single person;
- B. Two (2) or more persons related by blood, marriage or adoption, including foster children, including no greater than one (1) boarder, one (1) lodger or one (1) domestic servant;
- C. No greater than four (4) unrelated persons living together as a single domestic household unit.

**"Member"** shall mean and refer to all persons or entities who hold membership in the Association.

**"Owner"** shall mean and refer to the legal title holder of a Unit. If a Unit is owned by joint tenants, co-tenants, or tenants by the entireties, they shall collectively comprise a single Owner. The mortgagee of a Unit shall not be an Owner unless or until such mortgagee has acquired fee title to the Unit.

**"Plan"** is the subdivision plan that has received final approval by appropriate public agencies, including local planning and zoning authorities and governing bodies, and which represents the total general scheme and general uses of the land in the Property, as such may be amended from time to time.

The **"Property"** shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Restrictions and Easements with such other real property as may from time to time be annexed thereto under the provisions of the Declaration.

**"Unit"** shall mean and refer to each lot in the Property as shown on any recorded Plan of the Property as such Plan may be revised or amended from time to time.

### ARTICLE III. MEETING OF MEMBERS

Annual Meetings. The first annual meeting of the Members shall be one year from the date of recording the Plan or at such other time as the Declarant shall determine. Each subsequent regular annual meeting of the Members shall be held during the month of September or at such other date and time as the Board of Directors may determine.

Special Meetings. Special meetings of the Members may be called at any reasonable time and from time to time if requested by a majority of the Board of Directors, or upon a signed petition of at least thirty percent (30%) of the Members.

Proxies. Each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable at any time upon written notice to the Secretary, and shall automatically cease after eleven (11) months. Every proxy shall automatically cease when the Association has received written notice of death or judicially declared incompetency of the grantor or the proxy or the sale or other transfer by the Member of his Unit or interest therein.

Multiple Ownership. Each Unit shall have one, and only one, membership regardless of the number of co-tenants, joint tenants or tenants by the entireties having an interest in said Unit. If a Unit is held by one person, his right to vote shall be established by the recorded title to the same. If held by more than one person, the person entitled to cast the vote shall be designated in a certificate signed by all of the recorded owners and filed with the Secretary of the Association. If held by a corporation or other legal entity, the officer or employee thereof entitled to cast the vote for the entity shall be designated in a certificate for this purpose, signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the entity, and filed with the Secretary of the Association. The person designated in these certificates who is entitled to

cast the vote shall be known as the "Voting Member". If such certificate is not on file with the Secretary of the Association for a Unit held by more than one person or by a legal entity, the vote of the concerned party who is in attendance at a meeting shall be effective. The vote of more than one concerned party without a filed certificate shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the same, except if held by husband and wife. Such certificates shall be valid until revoked in writing by any holder of such interest or until superseded by a subsequent certificate or until a change in the ownership concerned. If a Unit is held by a husband and wife, the following three provisions are applicable thereto:

They may, but they shall not be required to, designate a Voting Member by a certificate signed by both and delivered to the Association Secretary as provided above.

If they do not so designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting. (As previously provided, the vote is not divisible.)

Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the vote, just as though he or she held the interest individually and without establishing the concurrence of the absent person.

#### **ARTICLE IV. BOARD OF DIRECTORS:**

Term and Composition. The affairs of the Association shall be managed by a Board of Directors, comprised of not less than three (3) or more than five (5) persons. Initially, the Declarant shall appoint three (3) persons to serve terms of one (1) year, two (2) years, and three (3) years as specified by Declarant. Directors appointed by Declarant may be removed and



replaced by Declarant, and only by Declarant, at any time and from time to time, prior to the date of their respective resignations as hereinafter set forth.

Thenceforth, all Directors shall be Members of the Association, shall serve a term of three (3) years and shall be elected annually by a majority of votes of Members who are voting in person or by proxy from time to time at a meeting duly called for this purpose.

The Board of Directors shall conduct the business of the Association and act on its behalf (with the consent of the Membership where expressly required hereunder).

Method of Nomination. Nominations for positions on the Board of Directors may be taken from the floor at the annual meeting or any special meeting convened for the purpose of filling positions on the Board. Each nomination must be seconded. Nominations may also be made in advance of the meeting upon the filing of a petition of candidacy with the Secretary of the Association, which nominations shall be delivered to the Secretary within (3) weeks prior to the meeting.

Method of Election. All elections shall be made upon written ballot at the meeting called for such election, after the close of all nominations unless otherwise directed by the Board of Directors presiding at the meeting. Cumulative voting is not permitted. Those persons receiving the largest number of votes for the vacant positions shall be elected.

Resignation and Removal. The unexcused absence of an elected Director from three (3) consecutive regular meetings of the Board shall be deemed an offer of resignation which may be accepted by the Board at the meeting during which said third or further absence occurs. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

Vacancies. In the event of death, resignation or removal of an elected Director, his successor shall be selected by a majority vote of the remaining Directors, which successor shall serve for the remainder of the term of his predecessor. In the event of the death, resignation or removal of an appointed Director, his successor shall be appointed by the Class B Member, or if no Class B Member, by a majority vote of the remaining Directors.

Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### **ARTICLE V. MEETING OF DIRECTORS:**

Annual Meeting. The Board of Directors shall hold an annual meeting in September of each year for the purpose of electing officers and for any other purpose which may be required or permitted by law, the Declaration or these Bylaws, to be done by vote of the Board of Directors.

Regular Meetings. The Board of Directors shall hold regular meetings at such times and locations as shall be fixed from time to time by resolution of a majority of the Board; provided, however, that there shall be a meeting of the Board during the second full calendar week of December of each year at which the Board shall adopt the budget of the Association and set the Annual Assessments for the forthcoming fiscal year of the Association.

Special Meetings. Special meetings of the Board of Directors shall be held when called by at least 30% of the Members of the Association, or called at any time by the President or Secretary of the Association in writing.

Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business and the acts of the majority of those present at a meeting at which a quorum is present shall be the acts of the Board.

Observers. All meetings of the Board shall be closed to Members who are not Directors, unless the Board, by resolution, otherwise determines.

Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Wavier of Notice. Before or at any meeting of the Board of Directors any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Board of Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Assumed Assent. Any Director present at any meeting shall be deemed to have assented to any action taken at such meeting unless his dissent is entered on the minutes or unless his written dissent is filed with the Secretary at, or immediately following, the adjournment thereof, provided that no Director may dissent from any action for which he voted at the meeting.

Consents and Approvals. Whenever the Declaration or these Bylaws shall require written permission of the Board of Directors, such permission shall consist of a written statement setting forth the action or activity for which such permission is granted, signed by at least one Director who shall have been authorized to sign such permission by the vote of the Board of Directors. Written permission or consent of the Members, or of a stated percentage of the Members, shall consist of a similar written statement signed by the Secretary of the Association who shall have been authorized to give such permission or consent by such vote of the Members as may be

required to allow the requested action or activity. The action or activity for which permission is granted shall be noted by the Secretary in the records of the Board of Directors or the Association, as the case may be, according to which body granted such permission or consent.

## **ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS:**

Powers. The Board of Directors shall have power to:

Exercise for the Association all power, duties and authority vested in or delegated to the Association by law or the Declaration, not expressly reserved to the membership by other provisions of these Bylaws or the Declaration.

To appoint, employ and remove, at their pleasure, a managing agent, who shall be an independent contractor, and to appoint or elect all officers, agents, employees, accountants and attorneys of the Association, prescribe their duties and fix their compensation. The Board of Directors shall have the power to fix a managing agent's compensation and to set forth the details of the managing agent's powers and duties including, but not limited to, the power of managing agent to engage employees and agents, who may or may not be independent contractors, and to define or limit the liability of the managing agent, if any. Such delegation may, but need not, be sufficiently broad as to encompass the full range of power and duties of the Board of Directors including, but not limited to, the power to open and maintain bank accounts and write checks on behalf of the Board of Directors as directed by the Board of Directors. The Board of Directors shall not be liable for the managing agent's wrongful exercise of any power or duty.

To enter into agreements, contracts, deeds, leases and other written instruments or documents in the name of the Association and authorize the execution, delivery and, if appropriate, the recording thereof.

To enter into a contract with any firm, person or association, or join with other associations or condominium councils or similar entities in contracting for the maintenance and repair of the Common Open Space, and to contract for or join with such parties in contracting for the management of the Common Open Space; and to delegate to the contractor or manager all the powers and duties of the Board of Directors and the officers, except such as are specifically required by the Declaration, or these Bylaws, to have the approval of the Board of Directors or the Members. The contractor or manager may be authorized to determine the budget, make assessments for common expenses and collect assessments, as provided in the Declaration, and these Bylaws, subject always to the supervision and right of approval of the Board.

In no event shall any agreement for professional management or any other contract providing for services of the Developer exceed three (3) years. Any such agreement shall provide for the termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

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

Cause the Common Open Space to be maintained in good, clean, attractive and sanitary condition, order and repair;

Adopt and publish rules and regulations including fees, if any, governing the use of the Common Open Space and facilities, and the personal conduct of Members and their guests thereon, and to include these in the book of resolutions;

Suspend the right of an Owner to use the recreational facilities during any period in which such Owner shall be delinquent in the payment of any assessment levied by the Association;

Cause to be kept a complete record of all its corporate affairs, including rules and regulations of the Association, make such records available for inspection by any Member, first mortgagee or his agent and present an annual statement thereof to the Members and first mortgagees;

Supervise all officers, agents, and employees of the Association and see that their duties are properly performed;

Issue upon demand by any Member a certificate setting forth whether or not any assessment has been paid and giving evidence thereof, for which a reasonable charge may be made;

Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;

Fix annual assessments at an amount sufficient to meet the obligations imposed by the Declaration, but not in excess of the applicable maximum Annual Assessment;

Send written notice of each assessment to every Owner subject thereto and his mortgagee;

Cause a lien against any Property for which assessments are not paid within (30) days after due date to be foreclosed or cause an action at law to be brought against the Owner personally obligated to pay the same;

Procure and maintain adequate insurance to protect the Association, its employees and its personal and real property;

Enter into mortgage agreements and obtain capital debt financing subject to the provisions of the Declaration;

Appoint such committees as prescribed in the Declaration or herein.

## **ARTICLE VII. OFFICERS:**

Enumeration of Officers. The officers of this Association shall be a President, Vice-President/Treasurer and Secretary and other officers as the Board from time to time by resolution shall create. Except for the President, the officers need not be members of the Board of Directors, but all the officers must be Members of the Association.

Election of Officers. The election of officers shall be by a majority vote of the Board of Directors and shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, be removed or otherwise disqualified to serve.

Resignation and Removal. Any officer may be removed from the office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Resignation of an officer shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill a vacancy shall serve for the remainder of the term of the officer he replaces.

Multiple Offices. The offices of President and Secretary may not be held by the same person.

Duties. The duties of the officers are as follows:

**PRESIDENT:** The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and contracts as the Board may approve from time to time.

**VICE -PRESIDENT:** The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge all other duties as may be required of him or her by the Board.

**TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse the funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members within thirty (30) days of completion.

**SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the Members of the Association together with their addresses; and perform all other duties as required by the Board.

**Execution of Documents.** No agreement, check (for more than \$500.00), deed, lease or other instrument shall be binding upon the Association unless authorized by the Board of Directors and signed by two (2) of the aforesaid officers or by one (1) officer and one (1)



assistant officer or other person designated by the Board of Directors including but not limited to a managing agent or manager, if any.

Delegation of Duties. The Secretary and Treasurer may delegate all or some of their duties to a manager or management company approved by the Board of Directors.

#### **ARTICLE VIII. COMMITTEES:**

The Association may appoint an Architectural and Environmental Review Committee, as provided in the Declaration and other such committees as it deems appropriate to carry out its purpose.

#### **ARTICLE IX. QUORUM AND NOTICE:**

Quorum. The quorum for meetings where action by Owners is required by the Declaration shall be the presence of Owners in person or by proxy who are entitled to a majority of the votes of the Class A Owners and the presence of the Class B member, if any. If the required quorum is not present at the meeting, the meeting may be adjourned to another time no sooner than one (1) week not later than one (1) month from that date. Should a quorum not be present at any meeting, the quorum requirement shall be reduced by half for the subsequent adjourned meeting. The quorum for all other meetings of the Members shall be the presence at meetings of Members in person or by proxy who are entitled to cast a majority of the votes of the Class A Members then outstanding.

Notice. Notice required by the Declaration, or these Bylaws shall be provided in writing either by hand delivery or by mailing a copy of such notice first class postage prepaid, to the Member and his first mortgagee at the address last appearing on the books of the Association, or

supplied by such Member and mortgagee for the purpose of notice. Notice for meetings where action by Owners is required shall be provided to Owners and first mortgagees at least fifteen (15) days and no more than sixty (60) days prior to such meeting. Notice of all other meetings of Members shall be provided to Members and first mortgagees at least fifteen (15) days before such meeting. Notice of meetings shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. First mortgagees may be represented at all meetings.

#### **ARTICLE X. FISCAL YEAR:**

The first fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of every year.

#### **ARTICLE XI. ASSESSMENTS:**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien on the Unit against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If an assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum or four percent (4%) above the prime rate as established by Philadelphia National Bank from time to time, (or, if less, the maximum rate permitted by law), shall be subject to a late charge of five percent (5%) of the assessment, and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Unit, and interest, costs, and reasonable attorney's fees of the action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments by nonuse of the Common Open Space or abandonment of his or her Unit.

**ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS:**

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

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

Members or of the Board, or otherwise. The indemnification by the Association set forth herein shall be paid by the Board on behalf of the Association and shall constitute a common expense and shall be assessed and collectible as such.

The Members and any of their lessees or sublessees, shall be jointly and severally liable for liabilities arising out of their own conduct, or arising out of the ownership, occupancy, use, misuse or condition (except when the result of a condition affecting all or other parts of the Property as well as said Member's Unit and the Family Unit thereon) of their respective Units and Family Units thereon.

Every agreement, deed, lease or other instrument entered into by the Board on behalf of the Association shall provide that the Board and the officers or assistant officers executing the same are acting only as agents for the Association and shall have no personal liability thereunder (except to the extent, if any, that they may also be members at the time any such liability is assessed), that any claim by the other party or parties thereto with respect to subject matter thereof shall be asserted against the Board, which shall act on behalf of the Association with respect to the subject matter thereof and shall be borne by those who are Members at the time such liability may be assessed by the Association as a common expense.

#### **ARTICLE XIII. AMENDMENT:**

Section 1. Amendment of the Bylaws. These Bylaws may be amended:

(a) By a vote of at least a majority of the Directors at any meeting of the Directors duly called for that purpose, providing notice of the meeting and the proposed amendments shall be given to the Members within ten (10) days following the meeting, and subject to the right of a majority of the Owners to change such action; or

(b) At the annual meeting of the Members, by a majority vote of each class of Members who are voting in person or by proxy.

Section 2. Protection of Mortgagees. Notwithstanding the foregoing, (i) no amendment shall be made which would materially affect any of the rights, privileges, and powers of Declarant, without the written consent of Declarant, (ii) no amendment shall be made which would adversely affect the rights of any first mortgagee, without the written consent of the holders of two-thirds (2/3) of all first mortgagees, or without obtaining any consent that may be required by applicable law, and (iii) Declarant shall have the power, but not the obligation, acting alone, at any time and from time to time, so long as Declarant retains voting rights, to amend the Bylaws to cause the same to conform to the requirements of the applicable law.

Section 3. Conflict. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Adopted as of \_\_\_\_\_

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