

**BYLAWS OF GLASGOW PINES MAINTENANCE ASSOCIATION**  
*A DELAWARE CORPORATION*

**ARTICLE 1 ORGANIZATION**

1. *Name.* The name of the Association is Glasgow Pines Maintenance Association (the "Association"). The Association was formed in accordance with the General Corporations Law of the State of Delaware, *Title 8 of The Delaware Code*, on or about October 23, 1975.
2. *Principal Office.* The principal office of the Association shall be 801 Scotland Drive, Newark, DE 19702 or any other place as the Board of Directors shall designate.
3. *Other Offices.* The Association may also have an office or offices in such other place or places, within or outside of its state of incorporation, where it is qualified to do business, as the business and activities of the Association may require, and as the Board may determine from time to time.
4. *Fiscal Year.* The calendar year of January 1 through December 31 shall be the fiscal year.

**ARTICLE 2 NONPROFIT PURPOSE**

This Maintenance Association shall be conducted as a non-profit corporation for purposes set forth in its Articles of Incorporation. The Association is a Delaware non-stock corporation, qualified as tax-exempt pursuant to Internal Revenue Code §501(c)(3) and is organized exclusively for one or more of the purposes as specified in IRC §501(c)(3) of the Internal Revenue Code. The mission of the Association is to manage and support the community known as Glasgow Pines Maintenance Association.

**ARTICLE 3 MEMBERSHIP**

1. *Members.* Each and every person or legal entity who is an Owner of a Lot in the Community shall automatically be a Member of the Association, provided that any person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member. At any time and from time to time, the Owner of a Lot may appoint a single Occupant to be its representative Member. Membership is mandatory.
2. *Non-liability of Members.* A Member of this Association is not, as such, personally liable for the debts, liabilities, or obligations of the Association.
3. *Voting.* Members shall be entitled to two (2) votes for each one property owned by such Member(s) within the Association. If any real property interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one (1) person, the vote or votes to which such property interest is entitled may also be held jointly or in common in the same manner, however, the vote or votes for such real property interest shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed. In the event that the persons who constitute an Owner are unable to agree among themselves as to how their vote or votes shall be cast as a unit, they shall lose their right to cast their vote or votes on the matter in question. Any person who constitutes part of an Owner shall be entitled to cast the vote or votes for that Owner unless another person who constitutes part of that Owner shall have delivered to the Secretary of the Association before the vote a written statement to the effect that the person wishing to cast the vote or votes has not been authorized to do so by the other persons who constitute part of the Owner.
4. *Suspension of Membership rights.* During any period for which any assessment against a Member's lot shall remain unpaid, such Member's voting rights and rights to use and enjoyment of the private open spaces

and recreation areas shall be automatically suspended until full payment is received by the Association.

#### **ARTICLE 4 MEETINGS OF THE MEMBERSHIP**

1. *Place of Meetings.* All meetings shall be held at the principal office of the Association or at such other place or places as may be designated from time to time by resolution of the Board.

2. *Annual Meeting.* The annual meeting of the Members of the Association shall be held on a date in March, duly designated by the Board of Directors.

3. *Special Meetings.* Special meetings of the Members may be called at any time for any purpose or purposes by the President of the Board, the Vice President of the Board, by a majority of the Board, or upon the written request of a majority of the Members entitled to vote on the business to be transacted at such meeting. The request for the special meeting shall state the purpose or purposes of the meeting. Business transacted at all special meetings of Members shall be confined to the purpose or purposes stated in the notice of the meeting.

4. *Notice of Meetings.* Written or electronic mail notice stating the time and place of any meeting of Members shall be delivered, in the manner set forth for notices in the Declaration to each Member entitled to vote at such meeting not less than seven or more than thirty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the person(s) calling the meeting.

5. *Quorum.* A quorum shall consist of a majority of Members entitled to vote represented in person or by written proxy presented at the meeting. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time by a majority vote of the Members present, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been held as originally called.

6. *Action by Written Ballot.* Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, any action which may be taken at any regular or special meeting of Members may be taken without a meeting if the Board distributes a written ballot to each Member entitled to vote on the matter.

7. *Conduct of meetings.* Meetings of Members shall be presided over by the President of the Association or, if he/she is not present, by the Vice President, or, if he/she is not present, by any other Director of the Association. The Secretary of the Association shall act as Secretary of all meetings of Members, provided that, in his or her absence, the presiding Director shall appoint another person to act as Secretary of the meeting.

#### **ARTICLE 5 BOARD OF DIRECTORS; OTHER CORPORATE OFFICERS**

1. *General Powers.* The property and business of the Association shall be managed under the direction of the Board of Directors of the Association elected in accordance with the procedures and terms for office set forth in the Articles of Incorporation.

2. *Composition, Tenure and Compensation.* The Board of Directors of the Association shall consist of a minimum of a seven (7) person Board and may be expanded by a vote of a majority of the then-constituted Board of Directors (or by Declarant, until Declarant waives this right in its sole discretion). Except as otherwise provided for herein, all Directors shall be elected by the Members and only one (1) person from within any Household may serve on the Board of Directors. Directors must have been current in their assessment payments for one (1) year preceding commencement of service on the Board of Directors and must remain current in their assessment payments during their term of office. No Director shall by reason of his or her office be entitled to

receive any salary or compensation.

3. *Election and Term of Office.* Except as outlined in the Declaration regarding Declarant's rights to appoint Directors, the election of Directors will be held annually at the regular November meeting of the Membership, with nominations held in October. Each Director shall hold office until he or she resigns or is removed, or until his or her successor shall be elected and onboarded pursuant to this Section 5(3), whichever occurs first.

4. *Filling of Vacancies.* In the case of any vacancy in the Board through resignation, disqualification, removal or other cause, the remaining Directors, by affirmative majority vote, may appoint the first/second runner up respectively from the designated election as successor. In the event the first/second runner up declines appointment or there is no first/second runner up, the Board may elect a successor to hold office for the unexpired portion of the term of the Director whose place shall be vacant, and until the election of his or her successor, or until he shall be removed, prior thereto, by an affirmative vote of a majority of the Members.

5. *Meetings of the Board.*

5.1 *Place of Meeting.* The Board may hold its meetings and keep the books of the Association, either within or outside the State of Delaware, at such place or places as may from time to time be determined by the Board. The Board may hold its meetings by telephone conference or other similar electronic communications equipment; and as permitted by Delaware law.

5.2 *Regular Meetings.* Regular meetings of the Board may be held monthly without notice at such time and place as shall from time to time be determined by resolution of the Board, provided that notice of every resolution of the Board fixing or changing the time or place for the holding of regular meetings of the Board shall be e-mailed or other similar electronic means, to each Director at least ten (10) days before the first meeting held pursuant thereto. The annual meeting of the Board shall be in March. Any business may be transacted at any regular meeting of the Board.

5.3 *Special Meetings of the Board.* Special meetings of the Board shall be held whenever called by any Member of the Board. The Secretary shall give notice of each special meeting of the Board, by e-mailing or other similar electronic means, the same at least ten (10) days prior to the meeting, to each Director; but such notice may be waived by any Director. At any meeting at which every Director shall be present, even though without notice, any business may be transacted, and any Director may in writing waive notice of the time, place and objectives of any special meeting.

5.4 *Action Without Meeting.* Any action required or permitted to be taken by the Board may be taken without a meeting if every Member of the Board consents in writing to such action. Such consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

5.5 *Quorum.* A majority of the Directors shall constitute a quorum for the transaction of business at all meetings of the Board, but, if at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by law or by the Articles of Incorporation or by these Bylaws.

6. *Committees.* The Board may designate one or more committees, each committee to consist of one or more of the Members of the Association, which, to the extent provided in the resolution, shall have and may exercise the powers the Board so designates.

7. *Limitation on Liability.* A Member of the Board is not, as such, personally liable for the debts, liabilities,

obligations or actions of the Association or the Board.

8. *Other Officers.* The Board of Directors may also appoint, by Resolution of the Board of Directors, other Officers of the Corporation ("Corporate Officers"). The duties, responsibilities, compensation and term of office related to each Corporate Officer may be established by Resolution of the Board of Directors. While the Board of Directors may determine the total number of Corporate Officers, the executive functions of the Association will be carried out by the following Corporate Officers:

8.1 Community Manager.

8.2 Assistant Community Manager for Finance.

8.3 Assistant Community Manager for Facilities Management.

## **ARTICLE 6 DUTIES OF THE BOARD AND DIRECTORS**

1. *Powers and Duties of the Board.* The Board shall be responsible for the routine administration of the Association and the routine authorization of expenditures in accordance with the approved budget. The Board shall have general supervision of the affairs of the Community and the actions of its Corporate Officers and shall have any and all powers and duties necessary to effectuate the intent of the Declaration. The Board of Directors shall also:

- Fix the annual assessment in an amount not in excess of the amount allowed in the Declaration, provided, the annual assessment to the fullest extent possible shall be sufficient to meet the projected cost of maintaining, repairing, and operating the private open spaces and recreation areas, including reserves;
- Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates;
- Maintain adequate liability and hazard insurance on property owned by the Association;
- Cause the common areas to be maintained, repaired, replaced, and improved, as necessary.

2. *Powers and Duties of the President of the Board.* The President shall preside at all meetings of the Board of Directors at which he/she shall be present; he/she may execute, in the name of the Association, all authorized deeds, mortgages, bonds, contracts (in accordance with Article 6.1 above), or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other Director or agent of the Association; and, in general, he/she shall perform all duties usually performed by a president of a corporation and such other duties as are from time to time assigned to him/her by the Board of Directors. The Presidents shall have the power to consult legal counsel on behalf of the Association.

3. *Powers and Duties of the Vice President.* In the absence of the President, or in the event of his or her inability to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President.

4. *Powers and Duties of the Secretary.* The Secretary shall give, or cause to be given, notice of all meetings of Members and Directors (other than meetings of Committees) and all other notices required by these Bylaws, and in case of his or her absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the Directors or Members upon whose written request the meeting is called as provided in these Bylaws. The Secretary shall perform such other duties as may be assigned to him or her by the Board or the President. He or she shall have custody of the seal of the Association and shall affix the same to all instruments requiring it, when authorized by the Board, and attest the same. The Secretary shall be custodian of all Association Records. The Secretary shall also:

- Certify and keep at the principal office of the Association the original, or a copy, of these Bylaws, as amended or otherwise altered to date;
- Keep a record of the meetings of the Members and the Board and see that actions of both are

- communicated to Members, Directors, and other individuals and groups as needed;
- Provide each Director and Member with a written copy of the minutes of each meeting ten (10) business days following said meeting; electronic transmission shall be the primary way of providing such copies;
- Ensure that all Members are notified of the time and place of the scheduled Association meetings. Such notice shall be provided no more than sixty (60) and less than ten (10) days prior to any such meeting; and
- Keep current records of the Members entitled to vote at each meeting, arranged in alphabetical order with addresses of each.

5. *Powers and Duties of the Treasurer.* The Treasurer shall have custody of, and be responsible for, all funds and securities of the Association and deposit all such funds in the name of the Association and to the credit of the Association in such banks or depositories as shall be selected by the Board. He or she shall keep full and accurate account of receipts and shall disburse the funds of the Association as may be directed by the Board, taking justifications for budget and purchase requests, receipts, proof of purchase, and proper invoices and receipts for such disbursements. The Treasurer shall also:

- Establish and maintain the account(s) of the Association as approved by the Board;
- Establish and maintain procedures for the depositing of funds and the maintenance of the Association properties;
- Receive and disburse all funds of the Association as authorized by the Board;
- Maintain itemized records of all financial transactions and reports, including accounts of assets, liabilities, receipts, disbursements, gains and losses;
- Prepare or cause to be prepared federal and state tax returns for the Association;
- Maintain the Association checkbook and check registry;
- Provide written monthly financial reports at Association meetings and itemized quarterly Association budgeted versus actual income and expenditures;
- Prepare a report for the previous fiscal year and present this report at the annual Member meeting in March;
- Render to the President and the Board, whenever requested but not less than annually, an account of any of all of his or her transactions as Treasurer and of the financial condition of the Association; and
- Upon leaving office, turn over to his or her successor, or in the absence of a successor, to the President, all funds, books of account, or any other property of the Association in his or her possession.

6. *Powers and Duties of Members-At-Large.* There shall be three (3) Members-At-Large. The Members-At-Large will assist the Board of Directors with the execution of its duties and responsibilities to the Association and to the Community.

## **ARTICLE 7                   CORPORATE RECORDS, REPORTS, AND SEAL**

1. *Corporate Seal.* In the event that the President shall direct the Secretary to obtain a corporate seal, the corporate seal shall be circular in form and shall have inscribed thereon the name of the Association, the year of its organization and the word "Delaware". Duplicate copies of the corporate seal may be provided for use in the different offices of the Association but each copy thereof shall be in the custody of the Secretary of the Association.

2. *Books and Records.* The Association shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its Board of Directors and of any executive or other committee when exercising any of the powers of the Board of Directors. The books and records of the Association may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a

reproduction. The original or a certified copy of the Articles of Incorporation and Bylaws shall be kept at the principal office of the Association.

## **ARTICLE 8                    IRC 501(C) (3) TAX EXEMPTION PROVISIONS**

*1. Limitations on Activities.* Notwithstanding any other provision of these Bylaws, the Association shall not carry on any activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by an organization, contributions to which are tax-deductible under Section 170(c)(2) of the Internal Revenue Code.

*2. Prohibition Against Private Inurement.* No part of the net earnings of this Association shall inure to the benefit of, or be distributable to, its Members, Directors, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this Association and in accordance with budgets approved by the Board.

*3. Distribution of Assets.* Upon the dissolution of this Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Association, shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of Delaware.

## **ARTICLE 9                    MISCELLANEOUS PROVISIONS**

*1. General Notice Provision.* Whenever, under the provisions of these Bylaws, notice is required to be given to any Director or Member (and except as otherwise provided by a specific notice provision) such notice may be given in writing as set forth in the Declaration, addressed to each Director or Member at such address or email address as appears on the books of the Association, and such notice shall be deemed to be given at the time the same has been mailed or delivered by hand. Any Member or Director may waive any notice required to be given under these Bylaws.

*2. Parliamentary Authority.* The rules in the current edition of Robert's Rules of Order Newly Revised shall govern meetings of the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, the Articles of Incorporation, and any special rules of order the Association may adopt.

*3. Definitions.* Any capitalized term not otherwise defined in these Bylaws shall have the meaning as defined in the Declaration.

## **ARTICLE 10                  AMENDMENTS**

*1. Amendment of Bylaws.* These Bylaws may be amended by the Board of Directors according to the following procedures:

- a. The proposed amendment shall be presented to the Board of Directors at least thirty (30) days prior to a regularly scheduled meeting of the Board of Directors.
- b. The Board may elect, by majority vote, to (1) include the proposed amendment on the agenda for a regularly scheduled monthly meeting of the Board of Directors or (2) submit the proposed amendment to a Committee for drafting, editing and/or further consideration and recommendations to the Board.
- c. First Reading. The proposed amendment shall be read at the regularly scheduled monthly meeting of the Board of Directors for which it was placed on the agenda. The Board shall solicit feedback from

those present.

- d. Second Reading. Notice for the Second Reading will be given not less than fifteen (15) and not more than sixty (60) days before the Second Reading. The Second Reading will be scheduled to occur at a regularly scheduled monthly meeting of the Board of Directors within ninety (90) days after the First Reading. After the Second Reading, if there are no objections, the Board of Directors may vote to adopt the proposed amendment.
- e. Third Reading. If there are objections following the Second Reading, the Board may, by majority vote, amend the proposed amendment to address the consensus of the Community; and the Board may immediately present the revised proposed amendment for Member consideration. The Members present and eligible to vote shall then vote to adopt the revised proposed amendment. If a majority of those Members present and eligible to vote do vote in the affirmative, the revised proposed amendment shall be adopted. Otherwise, the amendment will not be adopted.
- f. These procedures do not preclude consideration of a similar amendment at a subsequent time.

2. *501(c)(3)* No alteration may be passed that would conflict with section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

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

## **ARTICLE 11 INDEMNIFICATION**

*Indemnification of Directors and Corporate Officers and Others.* The Corporation shall indemnify its Directors, Corporate Officers, employees, or other agents of the Corporation to the maximum extent permitted by applicable law.

## **ARTICLE 12 ASSESSMENTS**

1. By the declaration each Member is deemed to covenant and agrees to pay to the Association annual assessments for maintenance and improvements. The annual assessments, together with such interest thereon, and costs of collection thereof, as provided, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest, all collection fees and costs before suit is filed, and reasonable attorney's fees shall also be the personal obligation of the person who was the record or owner of the property. at the time when the assessment fell due and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

2. *Purpose of Assessments.* The assessments levied by the Association shall be used to provide for maintenance, and administration of the common facilities and "private open spaces" and administration, and enforcement of the covenants, restrictions and levying, collecting and disbursing of assessments and charges as more fully set forth in the Glasgow Pines Agreement and declaration by LG&M Corp., a Delaware corporation, dated March 17, 1975, and of record in the Office of the Recorder of Deeds in and for New Castle County, in Deed record G, volume 90, page 420 as amended, the community facilities and "private open space" referred to in said agreement and declaration are shown on the plan of Glasgow Pines, a Diversified Planned Unit Development, recorded in the office aforesaid, in Microfilm #2384.

3. *Uniform Rate.* Assessments must be fixed at a uniform rate for all lots and will be collected on a yearly basis. The assessment rate may be increased according to the following procedure:

- If the annual assessment will not be more than 5% greater than the previous year's assessment, the

Board will vote on and announce the increase no later than the March Board of Directors meeting.

- If the assessment increase will be greater than a 5%, the Board will call a special meeting of The Members for the purpose of voting on the assessment increase.
- At the Special Meeting: Members may vote to approve the assessment increase. If a majority of the Members present and eligible to vote do not vote to increase the assessment to the amount proposed by the Board, the assessment will increase by five percent (5%).

4. *Due Dates.* The Board of Directors shall cause an invoice for the annual assessment to be mailed, emailed or hand delivered to each owner subject thereto at least thirty (30) days in advance of the due date. All assessments are due on April 30 of each year for the assessment period January 1 and ending December 31 of the same year in which the assessments are due. Written notice of the annual assessment shall be sent to every owner subject thereto.

5. *Certificates.* The Association shall, upon reasonable notice, furnish a certificate in writing, signed by the treasurer or designee, setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6. *Effect of non-payment of assessments: Remedies of the Association.* Any assessments which are not paid prior to May 1 of the assessment year shall be delinquent. If the assessment is not paid by May 15, interest shall accrue on the unpaid balance at a rate of 18% per annum. Further, a collections fee shall accrue at a rate of \$15 per month per assessment year not paid in full. The Association may bring an action at law against the record owner personally obligated to pay the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the private open spaces and recreation areas or abandonment of his lot.

WE, THE CURRENTLY CONSTITUTED DIRECTORS OF THE GLASGOW PINES MAINTENANCE ASSOCIATION, HAVE ADOPTED THESE BYLAWS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AS EVIDENCED BY OUR SIGNATURES BELOW.

Signature: _____	_____
President	Printed Name
Signature: _____	_____
Vice-President	Printed Name
Signature: _____	_____
Secretary	Printed Name
Signature: _____	_____
Treasurer	Printed Name
Signature: _____	_____
Member-At-Large	Printed Name
Signature: _____	_____
Member-At-Large	Printed Name
Signature: _____	_____
Member-At-Large	Printed Name