

THE GENTRY AT PRINCETON MEADOWS
HOMEOWNERS ASSOCIATION, INC.

BYLAWS

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BYLAWS
OF
THE GENTRY AT PRINCETON MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1 NAME AND LOCATION

The name of the corporation is The Gentry at Princeton Meadows Homeowners Association, Inc. ("Association"). The principal office of the corporation shall be located at Princeton Meadows, Suite 2C - The Office Center, P.O. Box 279, Plainsboro, New Jersey 08536, but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors.

ARTICLE 2 SEAL

The corporate seal of the Association shall be in circular form and shall bear the name of the Association and such other language as is required by the laws of the State of New Jersey.

ARTICLE 3 DEFINITIONS

Section 3.1 "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights or a letter of "no objection."

Section 3.2 "Assessable Lot" shall mean and refer to each undeveloped Lot that has been subjected to these Bylaws.

Section 3.3 "Assessable Living Unit" shall mean and refer to each Lot which has been fully developed and upon which is situated a single Living Unit which has been conveyed to an Owner other than Developer or which has been occupied by a single family.

Section 3.4 "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments and shall include Assessable Lots and Assessable Living Units.

Section 3.5 "Association" shall mean and refer to The Gentry at Princeton Meadows Homeowners Association, Inc., its successors, and assigns.

Section 3.6 "Board" shall mean and refer to the Board of Directors of the Association.

Section 3.7 "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies of the Association as same may be from time to time amended.

Section 3.8 "Common Area" shall mean and refer to all real property and improvements or facilities thereon owned or leased by the Association for the common use and enjoyment of the Owners and Members.

Section 3.9 "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 3.10 "Developer" shall mean and refer to Plainsboro Residential Associates, Ltd., a New Jersey limited partnership, its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth by the Developer. Developer's rights hereunder shall cease when new Living Unit construction contemplated by the Development Plan is completed and all Lots and Living Units are conveyed to Owners other than the Developer, including the right to appoint Members to the Board.

Section 3.11 "Development Plan" shall mean and refer to the scheme of intended uses of land in the Properties approved by Plainsboro Township, as may be amended from time to time.

Section 3.12 "First Mortgagee" shall mean and refer to an Institutional Lender who holds the mortgage on a Lot or Living Unit and who has notified the Association of its holdings.

Section 3.13 "Founding Documents" shall mean and refer to the Certificate of Incorporation of the Association, these Association Bylaws, the Declaration, and Supplementary Declarations, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 3.14 "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 3.15 "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, business trusts, or other similar lenders, including but not limited to real estate, or any assignee of loans made by such a lender, or any private governmental institution which has insured a loan of such a lender, or any individual who loans money for home purchase or any combination of any of the foregoing entities.

Section 3.16 "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family, including model Living Units used by the Developer.

Section 3.17 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Area as heretofore defined.

Section 3.18 "Member" shall mean and refer to a person or entity who is a record owner of an undivided fee in a Lot and Living Unit subject to the Declaration, including contract sellers, but excluding persons or entities who hold an interest merely as security for the performance of an obligation; also every lessee who holds a lease with an initial term of at least one year and every contract purchaser who occupies a Living Unit shall be a Member.

Section 3.19 "Notice" shall mean and refer to: (a) written notice delivered personally or mailed to the last known address of the intended recipient or (b) notice through a community publication which is delivered to all Living Units.

Section 3.20 "Occupant" shall mean and refer to the occupant of a Living Unit who shall be the Owner, a contract purchaser, or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 3.21 "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities, and shall include contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3.22 "Properties" shall mean and refer to all real property which is subject to the Declaration, together with such other real property as may from time to time be annexed thereto.

Section 3.23 "Quorum of Members" shall mean the representation by presence or proxy of Members who hold a fifty percent of the outstanding votes of each voting class.

Section 3.24 "Quorum of Owners" shall mean the representation by presence or proxy of Members who hold seventy-five (75%) percent of the outstanding Class A votes and the representation by presence or proxy of the Class B member, so long as it shall exist.

Section 3.25 "Registered Notice" shall mean and refer to any notice which has been signed by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered to the address of the intended recipient. In case of refusal, ordinary mail then constitutes due notice.

Section 3.26 "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration and contains such complimentary provisions as are deemed appropriate by the Developer and as are herein required.

ARTICLE 4 MEMBERS

Section 4.1 DEFINITION. Members shall include all Owners of Lots. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Governing Documents.

Section 4.2 MEMBER'S RIGHTS AND DUTIES. Each shall have the rights, duties and obligations set forth in the Governing Documents.

Section 4.3 VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of all Lots which have been fully developed and upon which is situated a single Living Unit for which a Certificate of Occupancy has been issued.

Class B. Class B Member shall be Developer who shall have 350 votes less the number of Class A votes outstanding at the time a vote is taken. (The initial number of votes assigned to the Class B Member is based on granting such Member one vote for each of the proposed Living Units indicated on the Development Plan.)

The Class B Membership shall cease upon the earlier of the following events: upon the conveyance of all Lots and Living Units to an Owner or Owners other than Developer, or December 31, 2001. The right to appoint Members to the Board will expire upon such event.

Section 4.4 EXERCISE OF VOTES. The vote of any Member which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such Member shall not be counted.

Any person or entity qualifying as a member of more than one voting class may exercise those votes to which he is entitled for each such class of membership.

Section 4.5 ANNUAL MEETINGS. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually at whatever date and place the Board may designate.

Section 4.6 SPECIAL MEETINGS. Special meetings of Members may be called at any time by the president or by the Board, or upon written request of one-half of Members.

Section 4.7 PROXIES. Each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease after one year.

Section 4.8 METHOD OF VOTING. Elections or questions to be submitted to Members may be decided at a meeting or by a ballot vote, by mail, or at polling places designated by the Board. The Board shall determine the method of voting by resolution and give notice thereof as provided herein.

ARTICLE 5 NOTICE

Section 5.1 TYPE. Written notice of annual and special meetings of Members shall be given by the Secretary in a method deemed reasonable by the Board.

Section 5.2 **CONTENT.** Such written notice of meeting of Members shall set forth the purpose of the meeting and shall be given not less than five (5) days before the date of such meeting.

Section 5.3 **WAIVER.** At any meeting of the Board, Covenants Committee or Members, all attendees are deemed to have waived Notice.

ARTICLE 6 BOARD OF DIRECTORS

Section 6.1 **NUMBER.** The affairs of the Association shall be managed by a Board of up to seven Directors with an initial Board of five Directors. Until the first annual meeting, the Board shall consist of the five Directors appointed by Developer. Thereafter, as long as Developer has rights as Developer, the Board of Directors shall consist of Appointed Directors and Elected Directors. Thereafter, all Directors shall be elected.

Section 6.2 COMPOSITION AND TERM.

6.2.1 Appointed Directors. Appointed Directors shall be appointed by Developer and shall serve at the pleasure of Developer. They need not be members of the Association. Five Directors as set forth in the Certificate of Incorporation of the Association shall be appointed by Developer to serve until the first annual meeting of Members. At the first annual meeting of members, Developer shall appoint five Directors to serve until the annual meeting held after there are 175 Class A Members. Once there are at least 175 Class A Members, a third elected Director shall be established by the Board, and Developer shall appoint at this annual meeting four Directors to serve until the annual meeting held after there are at least 263 Class A Members. Once there are at least 263 Class A Members, a fourth and fifth elected Director shall be established by the Board and Developer shall appoint at this annual meeting two Directors to serve until all Lots and Living Units are conveyed to Owners other than Developer. Appointed Directors need not be members of the Association.

6.2.2 Elected Directors. Elected Directors shall be elected by Class A Members at annual meetings and shall serve for two year terms except as provided herein. At the first annual meeting of Members, two Directors shall be elected by Class A Members; the Director receiving the highest number of votes shall be elected for a two year term. The other Director shall serve a one year term. Once there are 175 Class A Members, a third elected Director shall be established by the Board of Directors, and at the next annual meeting thereafter, Class A Members shall elect a Director to that seat for a two year term (making a total of three elected Directors). Once there are at least 263 Class A Members, a fourth and fifth elected Director shall be established by the Board, and at the next annual meeting thereafter, Class A Members shall elect two Directors to those seats with mutual terms to be established by the Board so that at least two Directors are elected to two year terms (making a total of five elected Directors). After the Class B membership ceases, two additional seats shall become elected seats with initial terms established by the Board so that at least three Directors are elected to two year terms at each annual meeting (making a total of seven elected Directors).

6.2.3 Chart. A chart setting forth the composition of the Board of Directors is set out below:

Board of Directors

	<u>Appointed</u>	<u>Elected</u>	<u>Total</u>
Initial	5	0	5
At 1st Annual Meeting held after conveyance to Owners other than Developer	5	2	7
At 1st Annual Meeting held after conveyance to at least 175 Owners other than Developer	4	3	7
At 1st Annual Meeting held after conveyance to at least 263 Owners other than Developer	2	5	7
After conveyance of all Lots and Living Units	0	7	7

Section 6.3 METHOD OF NOMINATION. Candidates for election shall file a petition of candidacy, signed by not less than five Members, with the Elections Committee at three weeks before the annual meeting. The Elections Committee shall provide all members with a ballot containing the names of all bona fide candidates with the notice of the annual meeting. Candidates may also be nominated at the annual meeting.

Section 6.4 METHOD OF ELECTION. Election shall be by secret written ballot at the annual meeting or by proxy delivered to the Chairman of the Elections Committee or his designees prior to the start of the annual meeting. Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

Section 6.5 RESIGNATION AND REMOVAL. The unexcused absence of the Elected Director from three consecutive regular meetings of the Board shall be deemed a resignation. Any Elected Director may be removed from the Board, with or without cause, by a majority vote of Members of the Association.

Section 6.6 VACANCIES. In the event of death, resignation, or removal of an Elected Director, his successor shall be selected by the remaining Elected Directors and shall serve for the unexpired term of his predecessor.

Section 6.7 POWERS. The Board of Directors shall have all powers for the conduct of the affairs of the Association which are prescribed by law, the Declaration and the Articles of Incorporation, which powers are not specifically reserved to Members, Developer, or the Covenants Committee by these documents.

Section 6.8 DUTIES. Without limiting the generality of its powers, it shall be the duty of the Board to:

6.8.1 exercise its powers in accordance with the Governing Documents and, specifically, with the Management Agreement;

6.8.2 cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, make such records available for inspection by any Member, his agent, or Institutional Lender who has an interest in the Properties and present an annual statement thereof to the Members and First Mortgagees;

6.8.3 adopt and follow procedures for adoption and publication of Board resolutions to be included in the Book of Resolutions, including the provision for hearing and notice of members for resolutions on rules, the annual budget, and other matters affecting the rights of Members;

6.8.4 adopt and publish rules and regulations including fees, if any, governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to include these in the Book of Resolutions;

6.8.5 establish architectural standards for the Properties in accordance with the Book of Resolutions procedures;

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

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

6.8.8 send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof;

6.8.9 appoint such committees as prescribed in Article 8; and

6.8.10 exercise their powers and duties in good faith, with a view to the interests of the Association and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

ARTICLE 7 OFFICERS

Section 7.1 ENUMERATION OF OFFICERS. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors; a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 7.2 ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 TERM. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 7.4 RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; unless otherwise specified therein, the acceptance of such a resignation shall not be necessary to make it effective.

Section 7.5 VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.6 MULTIPLE OFFICES. The offices of president and treasurer may not be held by the same person.

Section 7.7 DUTIES. The duties of the officers are as follows:

7.7.1 PRESIDENT. The president shall preside at all meetings of the Board and of the Association; see that orders and resolutions of the Board are carried out; sign all mortgages, leases, deeds, and other written instruments and sign all promissory notes and contracts as the Board may approve from time to time; and perform such other duties as the Board may authorize or direct.

7.7.2 VICE-PRESIDENT. The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and exercise and discharge such duties as may be required of him by the Board.

7.7.3 SECRETARY. The secretary shall cause the minutes to be kept of all meetings and proceedings of the Board and Members; cause the Book of Resolutions to be maintained; serve as custodian of Association files and records; keep the corporate seal of the Association and affix it on all papers requiring said seal; cause Notice to be served to Members, Institutional Lenders, and Lead Lender as required in the Governing Documents; cause a roster to be maintained of the names of all members of the Association together with their addresses, as registered by such members; cause a roster to be maintained of all First Mortgagees, together with the properties in which each has an interest; and perform such other duties as required by the Board.

7.7.4 TREASURER. The treasurer shall cause all monies of the Association to be deposited in appropriate accounts as authorized by the Board and disbursed therefrom within the limits of the annual budget or as directed by resolution of the Board; sign all promissory notes and contracts; be responsible for assuring that proper books of account are kept; be the chief officer responsible for the annual preparation of the budget, the income statement, and the balance sheet statement to be presented to the Board and to the membership at its regular annual meeting; annually submit the audited financial statements and Association budget to all Owners and First Mortgagees.

ARTICLE 8 COMMITTEES

Section 8.1 ELECTIONS COMMITTEE. The Board of Directors shall appoint an Ad Hoc Elections Committee no later than two months prior to the annual meeting date. The Committee shall consist of a chairman who may not be a Director, and at least four Members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of Directors in accordance with procedures adopted by the Board and placed in the Book of Resolutions. The Ad Hoc Elections Committee shall be dissolved when election activities have been concluded.

Section 8.2 OTHER COMMITTEES. The Board may appoint such other committees as it deems necessary or desirable for the operations of the Association.

ARTICLE 9 COVENANTS COMMITTEE

Section 9.1 COMPOSITION. The Covenants Committee shall be comprised of three or more members. Members shall serve staggered three-year terms, as determined by the Board. Members of the Covenants Committee need not necessarily be members of the Association.

Section 9.2 METHOD OF SELECTION. From the time of the conveyance of the first Lot to an Owner other than Developer until the rights of Developer as Developer cease, Developer shall nominate three persons and one alternate to serve on the Covenants Committee. The Board shall appoint or reject such nominees and, in case a nominee is rejected, Developer shall thereupon nominate another person for appointment.

Section 9.3 VACANCIES. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 9.4 OFFICERS. At first meeting of the Committee following each Annual Meeting of Members, the Covenants Committee shall select from among themselves a chairman, a vice chairman, and a secretary who shall perform the usual duties of their respective offices.

Section 9.5 DUTIES. The Covenants Committee shall function in two broad areas: to regulate the external design, appearance, and location of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography and to monitor and enforce compliance with the provisions of the Governing Documents, subject to appeal to the Board. In furtherance thereof, the Covenants Committee shall:

9.5.1 Review and approve, modify or disapprove, within forty-five (45) days, all written applications of Owners or the Association for improvements or additions (as described in Article 6 of the Declaration) to Lots, Living Units or Common Areas;

9.5.2 Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration;

9.5.3 Propose architectural standards for adoption by the Board;

9.5.4 Decide cases of alleged infraction of the Governing Documents;

9.5.5 Propose procedures for the exercise of its duties for adoption by the Board; and

9.5.6 Maintain complete and accurate records of its proceedings; such records to be available for inspection by Members during business hours, except that records relating to hearings on a Member's alleged infraction of the Governing Documents may be inspected only by the principals in such proceedings.

ARTICLE 10 MEETINGS OF THE BOARD OF DIRECTORS AND THE COVENANTS COMMITTEE

Section 10.1 REGULAR MEETINGS. Regular meetings of the Board and Covenants Committee shall be held without notice at such place and hour as may be fixed from time to time by the members of the respective body.

Section 10.2 SPECIAL MEETINGS. Special meetings of either the Board or the Covenants Committee shall be held when called by the president of the Association, by the chairman of the Covenants Committee or a majority of the members of either the Board or the Covenants Committee, after not less than three (3) days notice to each member of the appropriate body.

Section 10.3 QUORUM OF THE BOARD. A majority of the members of the Board shall constitute a quorum for the transaction of its business, except in no event shall a quorum be less than three members.

Section 10.4 QUORUM OF THE COVENANTS COMMITTEE.

10.4.1 Two members of the Covenants Committee shall constitute a quorum for deciding on architectural applications within its purview, except that those two members may elect to defer a decision until three members can be present.

10.4.2 All three members of the Covenants Committee designated by the Board must be present to decide on a case of alleged infraction of the Governing Documents.

Section 10.5 EXECUTIVE SESSIONS. All regular meetings of either body shall be open to observers, except the president or chairman may call that body into executive sessions on matters of personnel or for hearings on infractions of published rules and regulations, or for any other purpose so long as policy is not adopted during Executive Session. Any action taken by either body in executive session shall be recorded in the minutes of that body. This does not preclude either body from holding working sessions during which proposed policy or actions may be formulated.

Section 10.6 ACTION TAKEN WITHOUT A MEETING. The Board 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 members of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE 11 INDEMNIFICATION

Each Officer and Director of the Association, and all members of the Covenants Committee, in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of his past or present role in the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the person may be entitled by law, or agreement, or vote of Members or otherwise.

ARTICLE 12 FISCAL YEAR

The fiscal year of the Association shall be as designated by the Board.

ARTICLE 13 AMENDMENT

Section 13.1 These Bylaws may be amended:

13.1.1 By a vote of two-thirds (2/3) of Board at any meeting duly called for that purpose, providing Notice of the meeting of the Board and the proposed amendments has been given to Members at least fifteen (15) days prior to the meeting of the Board, or

13.1.2 At the annual meeting of Members, by a two-thirds (2/3) vote of a Quorum of Members, providing the proposed amendments have been included in the notice of the meeting. Amendments shall become effective upon adoption.

13.2 Developer shall not be permitted to cast any votes allocated to unsold Lots or Units in order to amend the ByLaws for the purpose of changing the permitted use of a Lot or Unit for the purpose of reducing the Common Area.