

Section 8. Agreements, Contracts, Deeds, Etc. All agreements, contracts, deeds, leases and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by the such other person or persons as may be designated by resolution of and authorization by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium solely for exercising his or her duties and obligations as an officer.

ARTICLE V

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the Condominium from any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an officer or Director of the Condominium whether or not such person is an officer or director at the time such expenses are incurred. The officers and Directors of the Condominium shall not be liable to the Unit Owners or the Association for any mistake of judgment or act or omission, except for their own individual willful misconduct or conduct in bad faith. The officers and Directors of the Condominium shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Condominium or the Association (except to the extent that such officers or directors may also be owners of Units), and the Association shall indemnify and forever hold each such officer and Director free and harmless from and against any and all liabilities to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any current or former officer or director of the Condominium may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Condominium as a whole. No contract or other transaction between the Condominium and one (1)

or more of its Directors or between the Condominium and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the Condominium are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof as noted in the minutes, and the Board of Directors authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Association or a majority thereof, and it approves or ratifies the contract or transaction in good faith or by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Condominium at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he or she was not so affiliated or interested.

Section 3. Insurance Coverage. The Board of Directors shall obtain and continuously maintain on behalf of the Condominium such insurance coverages as may be reasonably necessary to effectively indemnify the officers and Directors of the Condominium as provided in Section 1 of this Article V. The cost of such insurance shall constitute a Common Expense and its form and substance shall conform to the insurance policy requirements set forth in Article VII of these By-Laws.