

**BYLAWS
OF
AVALON FARMS HOMEOWNERS ASSOCIATION, INC.**

ARTICLE

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ARTICLE I INTRODUCTORY PROVISIONS

Section 1. Identification. Avalon Farms Homeowners Association, Inc., is a Connecticut non-stock corporation (the “Association”) constituting the association of Lot Owners of Avalon Farms, a planned community, to be established under the Connecticut Common Interest Ownership Act.

Section 2. Effect of Declarations. The terms and provisions of these Bylaws are subject to the terms and provisions, conditions and authorizations set forth in the Declaration of Avalon Farms to be made by Avalon Farms, LLC, said Declarations as adopted and amended from time to time being referred to in these Bylaws as the “Declaration”. The provisions of the Declaration shall control whenever the same are in conflict with these Bylaws. The definitions of words and terms as defined in the Declarations shall apply to those words and terms as used herein.

Section 3. Office. The principal office of the Association shall be at such place as the Executive Board may designate from time to time.

ARTICLE II LOT OWNERS - MEMBERS

Section 1. Membership. There shall be one membership appurtenant to the ownership of each Lot in the Community which shall belong to the owner(s) of the Lot. Each owner or co-owner of a Lot shall, however, be considered a member. A person holding a Security Interest in a Lot is not a member.

Section 2. Voting.

- (a) Each Lot in the Community shall have one (1) equal Vote, regardless of the number of persons owning an interest therein. When more than one person or entity is a Lot Owner as to any Lot, the one vote attributable to such Lot shall be exercised as such persons mutually determine but not more than one vote may be cast with respect to any such Lot. No Lot Owner shall split or divide its vote on any motion, resolution or ballot.
- (b) If only one of several owners of a Lot is present at a meeting of the Association, that owner is entitled to cast the Vote allocated to that Lot. If more than one of the owners is present, the Vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the Vote allocated to that Lot without protest

being made promptly to the person presiding over the meeting by any of the other owners of the Lot.

- (c) Votes allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot Owner. If a Lot is owned by more than one person, each owner of the Lot may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed proxy. Such protest by an owner holding a 50% or more interest in a Lot shall nullify a vote by other owners of the Lot. A Lot Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date unless it specifies a shorter term.
- (d) The Vote of a corporation or other business entity may be cast by any officer or manager of such corporation or business entity in the absence of express notice of the designation of a specific person by the executive board or bylaws of the owning corporation or business trust. The Vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business entity owner is qualified so to vote the Vote of such entity.
- (e) No votes allocated to a Lot owned by the Association may be cast.

Section 3. Annual Election Meeting. An annual meeting of the Association shall be held each year on a date and at a time to be determined by the Executive Board, unless the Executive Board shall specify another month in which the annual election meeting shall be held. At such annual meeting Board Members shall be elected and such other business of the Association as may properly come before the Lot Owners may be transacted.

Section 4. Annual Budget Meeting. The Executive Board shall prepare and adopt a budget consisting of a general budget and a budget covering those expenses which cannot be assessed against Lot 47 and Lot 48 in accordance with Section 16.2 of Article XVI. Within thirty (30) days after adoption of any proposed budget for the community, the Executive board shall provide a copy of the budget to all the Lot Owners, and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the copy. The Executive Board will submit the annual budget to the Lot Owners for ratification at the annual budget meeting in October. Additionally,

during the course of the budget year, if it is determined that a line item will exceed the greater of 20% or \$1000 of the ratified budgeted amount, the Executive Board will promptly send, by mail or e-mail, a detailed explanation to the Lot Owners. If the budget overrun exceeds, or is expected to exceed, 15% of the total, a detailed proposal will be submitted to the Lot Owners for ratification at the next full meeting. No assessment beyond the annual approved budget can be requested from the Lot Owners without submission of the detailed need to the Lot Owners for a vote at the next scheduled full meeting or at a meeting specially called for that purpose. At the meeting, all Lot Owners shall be eligible to vote on the general budget but only the Lot Owners of Lots 1 through 46 shall be eligible to vote on the road budget. Accordingly, separate votes will be held on the general budget and the road budget. Unless at that meeting a majority of Lot Owners reject one or both parts of the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the annual budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Executive Board. In the event only one of the two parts of the budget is rejected, then that part which is approved shall be deemed ratified whether or not a quorum is present, and as to the other part which was rejected, the annual budget for that part last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget for that part proposed by the Executive Board.

Section 5. Place of Meetings. Meetings of the Lot Owners shall be held at such suitable place convenient to the Lot Owners as may be designated by the Executive Board or the President.

Section 6. Special Meetings. Special meetings of the Association may be called by the President, a majority of the Executive Board, or by Lot Owners having twenty (20%) percent of the Votes in the Association.

Section 7. Notice of Meetings. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered, e-mailed, or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the owner of the Lot. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including a summary of any proposed budget and the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or member of the Executive Board. No action shall be adopted at meetings except as stated in the notice.

Section 8. Adjournment of Meeting. At any meeting of Lot Owners, a majority of the Lot Owners who are present at such meetings, either in person or by proxy, may adjourn the meeting to another time.

Section 9. Order of Business. The order of business at all meetings of the Lot Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Executive Board to be elected (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of members of the Executive Board (when required).
- (h) Ratification of Budget (if required).
- (i) Unfinished business.
- (j) New business.

Section 10. Quorum. Except as otherwise provided in these Bylaws and except in the case of meetings for the purpose of budget ratification and actions thereon where quorum requirements are governed by Article XVI of the Declaration, the Lot Owners present in person or by proxy, at any meeting of Lot Owners representing fifty percent (50%) of the Votes of the Lot Owners shall constitute a quorum at all meetings of the Lot Owners.

Section 11. Majority Vote. The vote of a majority of the Lot Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Lot Owners for all purposes except where in the Declaration or these Bylaws or by law a higher percentage vote is required.

ARTICLE III EXECUTIVE BOARD

Section 1. Number and Qualification. The affairs of the Community and the Association shall be governed by a board of directors consisting of five (5) natural persons, which shall be called the “Executive Board” If any Lot is owned by a partnership, corporation or other business entity, any officer, partner or employee of that Lot Owner shall be eligible to serve as a Board Member.

Section 2. Election of Board Members. All Executive Board terms are for two years. Two board positions shall stand for election on the odd numbered years and three board positions shall stand for election on the even numbered years. All elected members shall hold office until the end of their elected term unless re-elected for an additional term(s). At any subsequent semi-annual meeting of the Association, a successor shall be elected for any Board Member whose term terminated, for any reason, in such year before the end of that member’s normally elected term. Such newly elected member shall hold office for the balance of the designated term or until re-elected or until a successor is duly elected and qualified.

Section 3. Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have the powers and duties set forth in the Declaration, together with such other powers and duties necessary for the administration of the affairs of the Association and of the Community, which shall include but not be limited to, each of the following:

- (a) Adopt and amend Bylaws and Rules and Regulations subject to the limitations of the Declaration (Article XIII, Section 13.1) and below;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Lot Owners;
- (c) Hire and discharge management agents, employees, agents and independent contractors;
- (d) Approve all additions to, or other changes in the exterior appearance of any house or structure on any Lot (including color and texture) so that the exterior appearance of all houses and other structures in the Community shall be and remain in harmony with the overall architectural design and appearance of homes in the Community as approved by the Middlebury Planning and Zoning Commission and constructed by Declarant. Appoint an Architecture Committee from qualified Lot Owners including an Executive Board member, to advise the Executive Board and Lot Owners on acceptable additions and changes;

- (e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Community, with approval by a majority of Lot Owners;
- (f) Make contracts, borrow money and incur liabilities with full and timely visibility to Lot Owners;
- (g) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (h) Cause additional improvements to be made as a part of the Common Elements;
- (i) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Act;
- (j) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (k) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Lot Owners;
- (l) Impose charges or interest or both for late payment of assessments and, after notice and hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations of the Association;
- (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments under Section 47-258 of the Act and specify the time for payment thereof (any such charge that is not timely paid shall be assessed as a Common Expense against the Lot as to which the amendment, certificate or statement is requested if such request was made by the owner of the Lot).
- (n) Provide for the indemnification of its officers and Executive Board and maintain Board Members' and officers' liability insurance;

- (o) Assign its right to future income, including the right to receive Common Expense assessments, subject to the limitations set forth in Article XV of the Declaration;
- (p) Exercise any other powers conferred by the Declaration or Bylaws;
- (q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (r) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (s) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee. Any committee must maintain and publish notice of its actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot Owner within Forty-five (30) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting. If the Executive Board and the Lot Owner cannot come to a resolution, the issue will be presented to the Lot Owners at the next full meeting for discussion and resolution.. Time is of the essence may be a consideration in scheduling such a meeting
- (t) Contract with both lawn and building maintenance companies to provide lawn care, snow removal, landscaping, tree trimming, and building maintenance at uniform costs to be made available to individual Lot Owners on a voluntary basis under agreements which provide that only the individual Lot Owners contracting with the service company shall have any liability for such payments, and then only when the individual Lot Owner has contracted with said service company.
- (u) By regulation, require that disputes between the Executive Board and Lot Owners or between two or more Lot Owners regarding the Community must be submitted to nonbinding alternative dispute resolutions in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding.

Section 4. Standard of Care. In the performance of their duties, the officers and members of the Executive Board are required to exercise ordinary and reasonable care.

Section 5. Additional Limitations. This section intentionally deleted.

Section 6. Management Agents. The Executive Board may employ for the Community, a Management Agent at a compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws other than the powers set forth in subdivisions (a), (b), (c), (e), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), and (s) of Section 3. Licenses, concessions and contracts may be executed by the Management Agent pursuant to specific resolutions of the board, and to fulfill the requirements of the budget.

Section 7. Removal of Members of the Executive Board. The Lot Owners, by a two-thirds (2/3) vote of all Lot Owners present and entitled to vote at any meeting of the Lot Owners at which a quorum is present, may remove any member of the Executive Board with or without cause

Section 8. Vacancies. Vacancies in the Executive Board may be filled by majority vote of Lot Owners from candidate(s) proposed by the nominating committee. Each person filling a vacancy shall serve the remainder of the term of the Board Member being replaced.

Section 9. Organization Meeting: The first meeting of the Executive Board following each annual election meeting of the Lot Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Lot Owners at the meeting at which such Board shall have been elected. No notice shall be necessary to the newly elected Board Members in order to legally constitute such meeting, providing a majority of such Board Members shall be present thereat.

Section 10. Meetings. Meetings of the Executive Board may be called by the President or by a majority of the members of the Board on at least three (3) business days' notice to each board member. The notice shall be hand-delivered, ***e-mailed***, or mailed and shall state the time, place and purpose of the meeting and, in the case of special meetings, shall also state the general purpose of the meeting.

Section 11. Location of Meetings. All meetings of the Executive Board shall be held at a location within the community specified in the notice of meeting, unless all of the members of the Board consent in writing to another location.

Section 12. Waiver of Notice. Any member may waive notice of any meeting in writing. Attendance by a Executive Board member at any meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum of Board Member. At all meetings of the Executive Board, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present although less than a quorum may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 14. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such except as approved by Lot Owners, although members acting as officers or employees may be compensated for such duties.

Section 15. Consent to Corporate Action. If all the members of the Executive Board or all members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the members of the board or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

ARTICLE IV OFFICERS

Section 1. Designation. The officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President shall be elected from among the Board Members but no other officers, need be members of the Executive Board. Any two offices may be held by the same person, except the offices of President and Vice President, and the offices of President and Secretary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and his successor may be elected at any special meeting of the Executive Board called for that purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Lot Owners and of the Executive Board. He shall have all of the general powers and duties which are incident to the office of president of a non-stock corporation organized under the laws of the State of Connecticut, including but not limited to, the power to appoint committees from among the Lot Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or the approval of the particular amendment as applicable.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as may be imposed upon him by the Executive Board or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Lot Owners and the Executive Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of secretary of a non-stock corporation organized under the laws of the State of Connecticut. The Secretary may cause to be prepared and may execute amendments to the Declarations and the Bylaws on behalf of the Association, following authorization or the approval of the particular amendment as applicable.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and he shall, in general, perform all the duties incident to the office of treasurer of a non-stock corporation organized under the laws of the State of Connecticut.

The Treasurer is to also serve as the head of a Finance Committee, made up of non-Executive Board members selected by the Executive Board from volunteers, at the annual Association meeting.

The Finance Committee, under the auspices of the Treasurer, shall be responsible for quarterly financial review of budget performance and be solely responsible for all financial presentations, as needed, at all association meetings.

The Finance Committee may review all proposals presented to the Association for completeness and assess financial impact to Homeowners and the operational budget before such proposals may be approved by the Board for execution.

The Treasurer may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Executive Board may designate and reviewed by the Finance Committee. He may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association, or a fiduciary for others.

Section 8. Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4, 6, 7 and 10 of this Article IV of these Bylaws and Section 24.6 of Article XXIV of the Declaration, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 9. Compensation. This section intentionally deleted

Section 10. Resale Certificates and Statements of Unpaid Assessments. The treasurer, assistant treasurer or any Management Agent employed by the Association or, in their absence, any officer having access to the books and records of the Association, may prepare, certify and execute resale certificates in accordance with Section 47-270 of the Act, to the extent applicable, and statements of unpaid assessments in accordance with Section 47-258 of the Act.

ARTICLE V OPERATION OF THE PROPERTY

Section 1. Abatement and Enjoinment of Violations by Lot Owners. The violation of any of the Rules and Regulations adopted by the Executive Board or the Breach of any provision of the Declaration or related instruments shall give the Executive Board the right, subject to notice and hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) to seek to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 2. Fine for Violation. By resolution, following notice and hearing, the Executive Board may levy a fine of up to Twenty-Five Dollars (\$25.00) per day for each day that a violation of the Declaration or related instruments, including mortgage instruments, or Rules persists after such notice and hearing.

ARTICLE VI INDEMNIFICATION

The members of the Executive Board and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-1116 through 33-1124 of Chapter 602 of the Connecticut General Statutes, and as hereafter amended, (the provisions of which are hereby incorporated by reference and made a part hereof).

ARTICLE VII RECORDS

Section 1. Records and Audits. The Association shall maintain accounting records, which shall include:

- (a) A record of all receipts and expenditures;
- (b) An account for each Lot which shall designate the name and address of each Lot Owner, the amount of each Common Expense assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due;
- (c) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;
- (d) An accurate account of the current balance in the reserve for replacement and for emergency repairs.

The financial records shall be maintained in accordance with Article XVI of the Declaration. The cost of any audit shall be a Common Expense unless otherwise provided in the Declaration or related instruments, including mortgage instruments.

Section 2. Availability for Examination: All books and records maintained by the Management Agent and Association financial statements shall be available for examination and copying by any Lot Owner, by any Eligible Mortgagee or Eligible Insurer as defined in Section 15.2 of Article XV of the Declaration, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice. In addition, current copies of the Declaration, Bylaws, Rules governing the Community and the most recent Association financial statement shall be made available for inspection and copy, at their expense, to the persons mentioned in the preceding sentence and prospective purchasers during normal business hours and after reasonable notice.

Section 3. Statutory Records: The Association shall keep financial records sufficiently detailed to enable the Association to comply with obligations imposed under the Act or other applicable law and, to the extent applicable, Section 47-270 of the Act to include, without limitation the following:

- (a) An account for each Lot showing the amounts of monthly Common Expense assessments currently due and payable from each Lot Owner.
- (b) An account for each Lot Owner showing any other fees payable by each Lot Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount of any reserves for capital expenditures.
- (e) The current operating budget adopted pursuant to Section 47-257(a) of the Act and ratified pursuant to the procedures of Section 47-245(c).
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Lot Owners.

ARTICLE VIII AMENDMENT

The Bylaws may be amended only by vote of Two-thirds (2/3) of the Lot Owners following notice given to all Lot Owners as provided in Section 21.1 of Article XXI, of the Declarations (Rights to Notice and Comment; Notice and Hearing)

ARTICLE IX

MISCELLANEOUS

Section 1. Notices. All notices to the Association or the Executive Board shall be delivered to the office of the Management Agent, or if there is none, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Lot Owners and to all mortgagees of Lots. Except as otherwise provided, all notices to any Lot Owner shall be sent to the Lot Owner's address as it appears in the records of the Association. All notices to mortgagees of Lots shall be sent, except where a different manner of notice is specified elsewhere, by national courier service, or by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Executive Board. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 3. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 4. Captions. The captions inserted herein are inserted as a matter of convenience and for reference. They in no way define, limit or describe the scope of these Bylaws.

Section 5. Gender-Number. The use of the masculine gender shall be deemed to include the feminine and the use of the singular number shall be deemed to include the plural when the context so requires.

Section 6. Severability. If any of the terms or provisions of these Bylaws are held to be partially or wholly invalid or unenforceable, for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms or provisions hereof or remaining portions of any terms or provisions held to be partially invalid or unenforceable.