

BYLAWS
(AMENDED)
GOVERNING THE
DITHRIDGE HOUSE ASSOCIATION,
A NON-PROFIT CORPORATION
ORGANIZED UNDER THE LAWS OF PENNSYLVANIA

ARTICLE I

NAME AND LOCATION OF CORPORATION

The name of this corporation is Dithridge House Association. Its principal office is located in Pittsburgh, Pennsylvania. The reference to Bylaws in this document is to replace the existing Code of Regulations, as amended.

ARTICLE II

PURPOSE

The purpose of this corporation is to act on behalf of its members as their governing body with respect (1) to the administration, maintenance, repair and replacement of the Common Elements, (2) to the administration, making of House Rules in the use and occupancy of the property and relating to the unit owners, between and among them, and to the property, and to have all such powers reasonable and necessary to carry out the purposes and the enforcement thereof, and (3) to have and exercise all powers as provided for under the Nonprofit Corporation Law of Pennsylvania.

ARTICLE III

MEMBERSHIP

Section 1. The members shall consist of all of the unit owners of the property located at 220 North Dithridge Street, Pittsburgh, Allegheny County, Pennsylvania,

known as the Dithridge House, in accordance with the respective percentages of ownership of the said unit owners in the Common Elements of the said property, such respective percentages of ownership having been determined in accordance with the provision of the Declaration, which Declaration and Declaration Plan has been recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, by which the said property has been submitted to the provision of the Unit Property Act of the Commonwealth of Pennsylvania. For the purpose of this Bylaws, the definition all words, terms, and phrases which have been defined by the said Declaration shall control the definitions set forth herein.

Section 2. Membership shall not be transferable. The membership of each unit owner shall terminate upon a sale, transfer, or other disposition of his/her/its ownership interest in the property and thereupon the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Meetings of the membership shall be held at the property at 220 North Dithridge Street, Pittsburgh, Allegheny County, Pennsylvania, or at such other place in Allegheny Country, Pennsylvania, as may be specified in the Notice of Meeting.

Section 2. There shall be semi-annual meetings of the membership in May and November on such dates, time and place as fixed by the Board of Directors, notice of which shall be given to the membership at least ten (10) days before such meetings.

- a. The May semi-annual meeting shall be for the purpose of announcing the election of new members of the Board of directors, consistent with Article V herein and a report of financial condition, and general report to the membership.
- b. The November semi-annual meeting shall be for the presentation of a budget of the Association for the next fiscal year.

c .At the May and November semi-annual meetings, other business may be conducted as set forth in the agenda prepared by the Board of Directors and sent to the membership with the notice of the meeting and such other business may be placed on the agenda as requested by no less than five (5) members in writing and signed by said members, submitted to the Secretary no less than five (5) days before said meeting; such other business may be brought before said meetings by any unit owner present at the meeting after consideration and completion of the business listed in the final agenda.

Section 3. It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Board of Directors or upon a Petition signed by the owners of fifty (50%) percent of the ownership interest in the Common elements. The notice of any Special Meeting shall state the time, place, and purpose thereof. No business shall be transacted at a Special Meeting except as stated in the Notice unless with the Consent of four-fifths (4/5) of the percent of the ownership present, either in person or by proxy.

Section 4. It shall be the duty of the Secretary, or upon his/her failure or neglect, than any officer or member to deliver by mail or otherwise, a Notice of each Semi-Annual or Special Meeting, stating the purpose, the time and place thereof to each member to their address on record with the Association.

Section 5. The presence, either in person or by proxy, of the owners of at least thirty (30%) percent of the ownership interest in the Common Elements shall be required for and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight hours from the time at which the original meeting was called. At the adjourned meeting all business on the agenda for the original meeting shall be conducted by those members present.

Section 7. The aggregate number of votes for all unit owners shall be one hundred (100) and shall be divided among the respective members in accordance with their respective percentages of ownership in the Common Elements. If any unit owner consists of more than one (1) person, the voting rights for such unit owner shall not be divided but shall be exercised cumulatively only as a unit.

- a. Each question presented, including election of Directors shall be determined by a majority vote of the ownership interests.
- b. Any question requiring action or approval by the members may be determined as follows:
 1. By a majority of the ownership interest present in person or by proxy at any meeting of the members, or
 2. By a majority of the ownership interest by way of a ballot delivered to each member by email and/or placing the ballot in the mail box of resident unit owner, and by sending by regular mail to non-resident unit owner to their last address on file with the Association; said ballot shall be accompanied by a letter of explanation of the question to be determined and provide a time limit for the return of the ballot; all ballots not returned within the time specified shall not be counted.

Section 8. The vote of any corporate, partnership, or fiduciary owners may be cast on its behalf by officer or partner, as designated by such entity and on file in the office of the Association at least three (3) months prior to the meeting of the members and any such unit owner may appoint any other individual unit owner as its proxy. An individual unit owner may appoint only another unit owner of the Association 24 hours prior to the commencement of a meeting, or at the time that proxies are called for.

Section 9. In the event circumstances arise that pose health or welfare risks to the membership (such as COVID-19), the Board of Directors, at its discretion and upon notice to the membership, may conduct virtual meetings by Zoom or other remote electronic technology by means of which all persons participating in the meeting can hear each other.

ARTICLE V

BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by a Board of Directors consisting of seven (7) individual resident unit owners over eighteen years of age, whose terms shall be staggered, with two (2) or three (3) directors elected each year.

- a. Each director shall serve for a term of three (3) years or until his/her successor qualifies. No director shall serve more than two (2) consecutive terms and may not seek election again for one (1) year.
- b. Only one resident unit owner from the same unit may serve as directors at the same time.
- c. Candidates for Director must be current on all payments or only 30 days in arrears and for no more than monthly assessment.
- d. An immediate family member lessee (pursuant to Article VIII, Section 7 (b), as Amended) may be elected to the Board of Directors, provided that (i) said family member lessee has resided at Dithridge House for more than two consecutive years and expects to continue residence for three additional years and (ii) the election ballot clearly indicates the family member's non-ownership status. If elected, said family member shall be entitled to execute duties as a Board member, including voting, which shall be limited to Board matters only.

Section 2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and shall have all powers and duties referred to in the Declaration and in the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, and may do all such acts and things provided by the Unit Property Act of the Commonwealth of Pennsylvania as amended by the Uniform Condominium Act to be done by the Board, or by the unit owners collectively, except such acts or things as are by law or by this Bylaws or by the Declaration directed to be exercised and done by the unit owners. The powers of the Board of Directors shall include but not be limited to the following:

- a. To elect the officers of the Association.
- b. To administer the affairs of the Association and the Property.
- c. To engage the services of manager or managing agent for the Property and to fix the terms of such engagement and the compensation and authority of such manager or managing agent.
- d. To promulgate, adopt and enforce such House Rules concerning the operation and use of the Property and the Common Elements as may be

consistent with the Declaration and this Bylaws and to amend the same from time to time.

- e. To provide for the maintenance, repair, and replacement of the Common Elements.
- f. To adopt capital and operating budgets and amendments thereof which the unit owners by majority vote may reject within thirty (30) days after approval thereof by the Board.
- g. After the adoption of the operating budget for the next fiscal year, to fix the monthly assessment for the next fiscal year for each unit owner based on his/her/its ownership interest.
- h. In addition to fixing the monthly assessment for operating expenses, the Board shall have the power to make and fix special assessments for capital projects, acquisitions, improvements, maintenance, repairs, furniture fixtures, equipment, etc.

Section 3. Vacancies in the Board of Directors caused by any reason shall be filled by election by the Board of Directors, and such person or persons elected shall serve until the next semi-annual meeting in May of the unit owners or until a Special Meeting of the unit owners called for such a purpose.

Section 4. Meetings of the Board of Directors shall be held monthly at the call of the President or a majority of the Board on three (3) days' notice to each Director in writing or by email. Directors shall be permitted to attend meetings by Zoom or other remote electronic means and confirm by email any and all actions taken. Directors may waive notice of a Meeting or consent to take any action without a formal meeting. Any actions taken by the Board without a formal meeting shall be (i) confirmed by contemporaneous emails and (ii) summarized at the next formal Board meeting and incorporated into the minutes.

Section 5. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and any action may be taken by the majority of those present.

Section 6. Any Director may be removed from office by the vote of the unit owners of a least three-fourths (3/4) of the ownership interest in the Common Elements, and a director may be removed by other directors with a majority vote

for failing to continue to qualify for the Dithridge House Board as described in Article V, Section 1.

Section 7. Directors shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the unit owners; however, they shall be reimbursed for any expense incurred in the performance of their duties hereunder.

Section 8. The Board's authority to approve a capital expenditure shall be limited to \$100,000 per project; further, the Board may not enter into any contract for a term of more than three (3) years except with the approval of a majority of the owners' interests.

Any capital expenditure that is expected to be in excess of the \$100,000 limit shall be presented in writing to the unit owners and requires approval of the majority of the owners' interests. The only exception to this approval limit is in the case of emergency affecting the health or safety of the membership.

- a. By definition, a capital expenditure or capital expense (CAPEX) is the money an entity spends to buy, maintain, or improve its fixed assets, such as buildings, vehicles, equipment, or land. It is considered a capital expenditure when the asset is newly purchased or when money is used towards extending the useful life of an existing asset, such as a significant roof repair or remodel.
- b. The capitalization threshold shall be \$5,000, or as otherwise set by the Board.
- c. Should the cost of an owner approved capital expenditure increase by more than twenty percent (20%), the Board shall notify all unit owners of the increase in writing.
- d. Except as otherwise delegated to the property manager after review and approval of the Board, all contracts shall be executed by the President.

ARTICLE VI

OFFICERS

Section 1. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, and such assistants to such officers as the Board may deem appropriate, which officers shall be elected at the first meeting of the Board of Directors after the semi-annual May meeting of the unit owners and shall hold office for a period of one year or until their successors are elected and qualify.

Section 2. Any officer may be removed at any meeting by the affirmative vote of the majority of the member of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

Section 3. Each respective officer of the Association shall have such powers and duties as are usually vested in such office of a non-profit corporation, including but not limited as follows:

- a.* The President shall be a Director and shall be the Chief Executive Officer of the Association and shall preside at all meetings of the unit owners and of the Board of Directors. The President shall establish committees which he/she deems necessary and shall appoint the chairpersons for each. Each chairperson shall designate the members of his/her committee with the advice and consent of the President.

At least seventy-five (75) days prior to the May semi-annual owners meeting, the Board President will appoint a nominating committee and name the chairperson, consisting of two board directors and two owners. The directors must be incumbent, and their term must not be expiring at the time of the semi-annual meeting. The election results will be available for the May semi-annual owners meeting.

Resident owners interested in the board can self-nominate. An owner may also nominate another resident owner or another resident per Article V, Section 1, b. Writing in of candidates on the ballot will not be allowed. Ballots received after the noted return by date will be rejected. See Article IV, Section 7 b 2. Owners who are not living at

Dithridge House at the time of voting will receive a ballot either by email or US Mail. It can be returned by US Mail or by scanning the marked ballot and returning by email. If scanned, each page must have an owner's signature and date.

If a candidate is disqualified by the Nominating Committee, the owner has the right to dispute the decision and to appeal to the Board.

The President is authorized to approve an operational expense of up to \$5,000. In an emergency, the President and one other Officer are authorized to approve an operational expense up to \$15,000.

- b. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of such office.
- c. The Secretary shall keep minutes of all meetings of the unit owners and of the Board of Directors and shall have custody of the Association Seal and have charge of the membership transfer books and such other books, papers and documents as the Board of Directors may prescribe. The Secretary shall prepare and distribute to all unit owners Board meeting highlights no later than ten (10) days after the Board meeting.
- d. The Treasurer shall be responsible for the Association funds, whether cash or choses or both and for keeping fully and accurate accounts of all receipts and disbursements of the Association and shall prepare or have prepared monthly financial reports and transmit same to the directors in a timely manner prior to each Board meeting.

Section 4. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the unit owners; however, they shall be reimbursed for any expense incurred in the performance of their duties hereunder.

ARTICLE VII

FISCAL MANAGEMENT

Section 1. The fiscal year shall be the calendar year. The fiscal year may be changed by the Board of Directors.

Section 2. Books and accounts of the Association shall be kept under direction of the Treasurer consistent with generally accepted accounting principles. After the close of the fiscal year, each unit owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the association, a copy of the annual financial statements, and if audited, reviewed or compiled by an independent certified public accountant or public accountant, a copy of the accountant's report on the financial statements.

Section 3.

- a. The Treasurer shall by October 1 submit a proposed budget for the next fiscal year to the Board of Directors. The budget shall be in two parts: part 1 shall be the proposed operating budget and part 2 shall be the capital expenditure budget.
- b. The Board of Directors shall adopt the budget by the October Board Meeting for submission to the members for the November semi-annual meeting.
- c. On or before the beginning of the next fiscal year, the Board shall determine the total assessment for operating expenses and capital expenditures for each member for the next fiscal year based upon the ownership interest of each member and notify each member thereof in writing.
- d. The Board of Directors shall have the power, right and duty to revise or establish the assessments for either operating expenses or capital expenditures at any time during the fiscal year, which revised or established assessments shall be effective on the date set forth in the notice of such change given to the member.
- e. All assessments for operating expenses shall be paid in one-twelfth (1/12) installments; all assessments for capital expenditures, repairs, and/or improvements shall be payable under such terms and conditions as fixed by the Board.
- f. Assessments for operating expenses together with all other charges, i.e., garage rental, guest room rental, which is by way of example and not in limitation, shall be due and payable on or before the fifth day of each month (if the fifth day is a Sunday or legal holiday, then the following day). A charge of \$50.00 shall be paid in addition to payment due if

paid beyond the fifth day of the month and for each consecutive month in which the unpaid expenses and other charges remain unpaid. Monthly notices of unpaid expenses and other charges will be sent to resident owners who are in arrears. Statements of all accounts, including special assessments, shall be sent semi-annually to unit owners.

- g. Assessments for capital expenditures, repairs, and/or improvements shall be due and payable as set forth in the notice of the capital assessment sent to the members. Payments thereafter shall bear interest at the interest rate established as of the date of the assessment set forth by the Board.
- h. Failure of a member to make payment of operating or capital assessments when due shall be deemed to be a default by the member which, if not cured, together with interest and/or late charges within ten (10) days after notice of default, the Board may institute legal proceedings for the collection of the amounts due and to become due for the balance of the fiscal year. In the event legal proceedings are instituted for the collection of such assessments the member is also responsible and liable for the amount of the attorney's fees as fixed by the court and all the costs for the collection of same.
- i. If a unit owner leases a unit, the liability for the payment and collection of the aforesaid assessments shall be that of the unit owner member and not that of the tenant notwithstanding any agreement in the lease between the unit owner member and tenant. Further, any payment of the assessments by the tenant and acceptance thereof by the Association is not deemed to be a waiver of or substitution of the future liability to the unit owner member.
- j. The Board has the authority to enter the Association into a loan (debt) arrangement for the sake of meeting a specific cash need. This includes, but is not limited to, the financing of a special assessment project, the financing of a capital project that is not an assessment or the financing of a temporary working capital need. Any individual loan commitment in excess of \$100,000 will require prior approval of a majority of the owners' interests. Any individual loan with a term in excess of 3 years will require prior approval of a majority of the owners' interests.

k. Reserves established by the Board shall be invested in federally insured low-risk options limited to U.S. Treasury Bonds, Money Market Deposit Accounts, Bank Savings Deposit Accounts and Certificates of Deposits.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

Section 1. No unit shall be used for any other purpose than as a private family dwelling.

Section 2. No unit owner or lessee shall permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on the property or on the contents thereof, or which will obstruct or interfere with the rights or enjoyment of other occupants or among them by unreasonable noise or otherwise, nor will a unit owner or lessee commit or permit any nuisance or commit or suffer any illegal act to be committed anywhere in or upon the property.

Section 3. Each unit owner or lessee shall maintain his/her unit in good repair at his/her own expense and shall not alter, change, or modify any of the supporting walls of the units.

- a. No unit owner or lessee shall display, hang, store or use any signs or articles or laundry whatsoever on the balcony, top of the balcony rail or the outside of the balcony. No unit owner or lessee shall apply tile, carpeting or other cemented or glued flooring material to balcony floors. Removable area rugs are permitted. Prohibited flooring materials that were installed prior to this amendment may remain in place; however, should they be removed, they may not be replaced.
- b. Windows facing the outside of the building shall be dressed, if dressed, so as to be white or off-white and no other color.
- c. No unit owner or lessee shall paint, decorate, or otherwise alter or modify in any way the outside of the unit or the outside of the balcony or install outside of the unit any canopy, awning, covering antennas, structure, addition of any kind nor enclose in any manner

whatsoever the balcony, excepting that the balcony of apartment units in the 01 stack may be enclosed by the unit owner only providing:

- 1) That the balcony is enclosed within the inside of the present outside railing
 - 2) that the enclosure of said balcony as aforesaid shall conform as nearly as possible in external appearance with the present enclosure of the balcony of Unit 1101:
 - 3) that prior to the actual work of enclosure of the balcony, the unit owner shall notify the Board of Directors and review with the Board the nature of the enclosure in order to assure that said enclosure will substantially conform with prior enclosure;
 - 4) that prior to commencement of the work on the enclosure, the unit owner shall obtain from the proper authorities, a permit for the same;
 - 5) that the enclosure of said balcony will be solely and exclusively at the cost of the unit owner;
 - 6) that the maintenance, repair or removal of the enclosure will be solely and exclusively at the cost of the unit owner; further, that the present enclosure of the balcony of Unit 1101 is deemed to be in compliance with, and not in violation of, the Bylaws, as amended, the Declaration of Condominium and the House Rules of the Dithridge House Association subject, however, to all provisions of this subparagraph c. set forth herein.
- d. The inside floor area of each unit must be covered by carpet and padding to the extent of 80% thereof. Resident owners are referred to the Renovating/Remodeling at Dithridge House Owner packet – Guidelines By Project Type for further information. [Note: owners wishing to install tile, wood or other hard surface floors rather than carpet and padding must first notify the Board of Directors and demonstrate that their installation meets the soundproofing requirements established for similar installations approved by the Board since effective soundproofing materials have become available.]

Section 4. No unit owners, lessee, or occupant of a unit

- a. Shall have or keep of his/her own or of others any pet of whatsoever kind or nature within the unit or the Common Elements or any place upon the property, except:
 1. Birds in a cage or fish in an aquarium which must be kept solely within the unit.
 2. A resident unit owner or unit resident may have one cat. No dogs shall be permitted with the exception of (i) Service Dogs (as defined in Title II and Title III of the ADA) and (ii) emotional support animals (as defined in the Fair Housing Act, 24 CFR §100.204 (b)). In order for the Board to evaluate a request for Service and/or emotional support animals, the Board may request written documentation including, but not limited to, FHA approved reasonable accommodation requests, and/or written certification of (1) a disability, (2) the need for an animal and (3) that the animal actually assists the person with the disability. Approved emotional support animals must conform to the requirements outlined in subsection b, below.
- b. So long as any pet is owned or possessed by a unit owner, said pet is not permitted in, upon or about the Common Elements at any time; solely for the purpose of the pet exiting the building and returning, such pet is permitted in the elevators and passing through the garage area providing said pet is accompanied by an adult and is on a leash, carried, or in an enclosed container.
- c. No guest, relative, business, or social invitee of a resident of a unit or person occupying the unit is permitted to bring upon the property any pet or pets of whatsoever kind or nature at any time. [Note: The Board of Directors, recognizing the often therapeutic value of the presence of dogs, has approved the visits of dogs and their owners to residents for up to several hours, but such visits shall not extend overnight. The presence of dogs must conform to the requirements outlined in b., above.]

Section 5. If, due to the negligent act or omission of a unit owner, or of a member of his family, or household pet, or of a guest or authorized occupant, or visitor or

employee of an independent contractor of such unit owner, damage shall be caused to the Common Elements or to a unit or units owned by others, and maintenance, repairs or replacements shall be required, which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements.

Section 6. Keys

- a. An occupant of a unit who has changed the lock on the entry door to the unit to one which cannot be opened by the master key of the Association, the occupant must at his/her/its cost deposit with the Association a key for such lock.
 1. In the event the occupant of a unit fails to deposit a key with the Association, then, if under an emergency, the Association gains entrance, the Association or its representative is not liable for any damage to the unit in so doing, nor shall such entry be deemed to be a trespass; further, if the Association or its representative cannot gain entrance or fails to gain entrance in time and damage results to the Common Elements, then the occupant of the unit shall be liable for all such damage which the Association may enforce in law or equity at the costs, including reasonable attorney's fees, of the occupant.

Section 7: Leasing.

- a. Except as provided herein, no unit owner shall be permitted to lease, rent or license (e.g., Airbnb) his or her unit. Any unit owner(s) whose unit(s) is/are the subject of a validly executed lease as of the effective date of this Amendment may continue to lease that unit until the end of the leasehold term with no extension or renewal permitted. (In the event that no leasehold term is stated or there is not a written lease, the lease shall terminate no later than one year after the effective date of this amendment.) Once the unit is vacated by the tenant(s) occupying the unit as of the effective date of this Amendment, for any reason or under any circumstances, that unit shall not be leased and/or rented.

Any unit owner(s) permitted to lease his or her unit pursuant to this Amendment, including immediate family member leases, shall be subject to the following terms and conditions:

1. The leasing of the unit shall not exceed the term of one (1) year and shall not be automatically renewed; renewal shall be upon approval the Board of Directors.
2. Leases shall be used solely as a private family dwelling.
3. The lease shall contain a clause that the lessee shall comply with and be subject to the Declaration of Condominium, the Bylaws, and the House Rules of the Association.
4. Notwithstanding any agreement in the lease, the unit owner will at all times be responsible and liable to the association for compliance with and subject to the Declaration of Condominium, the Bylaws and House Rules of the Association.
5. The lessee shall have no vote nor be a proxy of the unit owner or any unit owner, nor be entitled to attend any meeting of the Association or Board of Directors; any claims, complaints, requests, etc., of the lessee must be made by and through the unit owner/lessor to the Association, Board of Directors or their representative; the lessee does not have any power or right to assert any rights of the unit owner/lessee.
6. At the Board of Director's discretion, the unit owner/lessor may be charged and shall pay to the Association in addition to any and all assessments, a service fee in an amount to be fixed by the Board of Directors from time to time, but no less than fifty (\$50) dollars per month, for services of the Association rendered for and on behalf of the unit owner to the lessee.
7. No lessee may in any manner assign or sublet a leased unit.
 - b. The lease limitations of section a. shall not be applicable to a lease given to an "immediate family member". However, subparagraphs a. 1 through 7 remain applicable to all "immediate family member" leases. "Immediate family member" is defined as the unit owner's spouse, children over 18 years of age, grandchildren over 18 years of age, parents and/or siblings over 18 years of age. Other family members may, subject to application and Board approval, be permitted to become lessees.

1. Immediate family member leases shall be limited to permanent occupancy by no more than two (2) adults (at least one of whom shall be an immediate family member of the unit owner) and minor children of the immediate family member.
 2. The unit owner shall timely notify the DH office of occupancy of the Unit by immediate family member(s).
 3. The unit owner shall submit written immediate family member leases to the Board for approval.
 4. The Board may create and require use of a standard lease agreement for immediate family member leases.
- c. Except in the event that an immediate family member resides in the Unit per subparagraph b hereof, the Unit must be occupied by at least one Unit owner of record. The occupancy of a Unit by any individual(s) other than those residing with a record unit owner shall constitute a lease, regardless of whether rent or other consideration is exchanged between the occupant and the unit owner.
- d. Notwithstanding anything herein to the contrary, the Dithridge House Association may continue to lease Unit No. 100 unless and until said unit is transferred and/or sold to a third-party purchaser.

Section 8. Business Usage. Resident Unit Owners and Unit Residents are prohibited from conducting business in all common areas unless otherwise approved by the Board upon application.

Section 9. Liability Insurance. Unit Owners shall at all times maintain homeowner's insurance policies including bodily injury and property damage coverages of no less than one hundred thousand dollars (\$100,000) and shall provide the Association with a Certificate of Insurance. The Certificate shall provide for a ten (10) day written Notice to the Association in the event of cancellation or a material change in coverage.

Where the unit owner is not a resident, the homeowner's liability insurance policy shall name the unit resident as an additional insured.

ARTICLE IX

HOUSE RULES

Section 1: The Board of Directors shall have the power and duty to promulgate and adopt House Rules and amendments to House Rules for the conduct of the unit owners, between and among them, and in relation to the property and Common Elements.

Section 2. Adoption and amendment of House Rules shall be as follows:

- a. The Board shall prepare proposed House Rules or amendments to House Rules.
- b. The House Rules or amendments to House Rules shall be sent to each unit owner together with a notice that the Board will meet with the unit owners at a date and time specified in the notice to review the proposed House Rules or amendments and to receive comments, objections, suggestions, etc.; those unit owners who are unable to attend the meeting may submit their comments, objections, suggestions, etc., in writing, which will be read at the meeting. A record of the comments, objections and suggestions shall be made at the meeting.
- c. After the meeting provided for in (b) hereof, but no later than thirty (30) days thereafter, the Board shall meet and upon consideration of the comments, objections and suggestions may make revisions and modifications to the proposed House Rules or amendments to House Rules and thereupon adopt said House Rules or amendments to House Rules.
- d. After adoption of House Rules or amendments to House Rules as hereinabove set forth, the Board shall send a copy thereof to each unit owner and lessees with a notice of the effective date thereof.
- e. Upon compliance with (d) hereinabove the House Rules shall be and become part of the Bylaws as though fully set forth therein.

ARTICLE X

ENFORCEMENT

Section 1: For any violation or breach of the Declaration of Condominium, Bylaws or House Rules except for the payment of assessments as hereinabove set forth, the enforcement procedure shall be as follows:

- a. When any alleged violation, default or breach by a unit owner, lessee or other resident occupant is brought to the attention of the Board of directors in any manner, the Board shall forthwith notify the unit owner in writing of the violation, default, or breach.
- b. The notice provided for in (a) hereinabove shall, as specific as the circumstances permit, contain (1) the dates and times of the violation, default, or breach, (2) a general statement of the circumstances surrounding the same, and (3) setting a date, time, and place for a hearing before the Board of Directors to inquire into the alleged violation, default or breach.
- c. At the hearing the unit owner may be represented by counsel and present evidence relative to violation, default, or breach; the Board may but need not present any evidence except the notification of the alleged violation, default, or breach; a record of the hearing shall be made.
- d. The hearing, if notice has been given as herein provided, will be conducted whether or not the unit owner chooses to appear.
- e. After the hearing, but no later than (30) days thereafter, the Board shall render a decision which may be a dismissal of the alleged violation, default, or breach or that the same has been established in whole or in part.
- f. The Board shall within ten (10) days of its decision send a copy of the hearing testimony together with its decision to the alleged defaulting unit owner. Any failure by the Board to abide by the times designated herein shall not invalidate the outcome of the hearing or the sanction imposed.
- g. If the Board's decision is that there was a violation, default, or breach, then the Board shall also notify the unit owner to cure or remedy the

violation, default, or breach by a date certain set forth in the notice of the decision.

- h. In the event the unit owner fails to cure or remedy the violation, default or breach, the Board may proceed to enforcement by such legal and equitable remedies available in which event, if successful, the unit owner shall be liable for attorneys' fees as fixed by the court and all costs of the proceedings.
- i. Sanctions may be imposed by the Board following notice by hand delivery or by first class mail. The notice will define the specific infraction, the penalty, and the date of the hearing, at which hearing the unit owner or his/her representative will have the opportunity to be heard. Sanctions may be imposed by the Board as follows:
 - 1) Suspension of the violator's right to use the Common Elements for a set time or until the violation has been cured;
 - 2) Suspension of the violator's right to vote during the time the violation continues or until the violation has been cured;
 - 3) Imposition of a daily monetary fine in an amount to be determined by the Board but not less than \$50 against the violator, or
 - 4) If the violation was one which caused damage to the Common Elements, a fine equal to the cost of restoring the damaged Common Elements to a condition similar to its condition before the violation occurred. The Board shall at all times have the discretion to reduce the amount of the fines listed above to any amount deemed appropriate.
 - 5) Results: All writing required under this procedure shall be kept in the Board's records. Mailing by first class postage prepaid to the last known address of the alleged violator of any notices required under this procedure shall be deemed to be the giving of notices.

Section 2. All rights and remedies available to the Board under the Declaration of Condominium, Bylaws and House Rules are cumulative and non-exclusive and shall be in addition any and all rights and remedies at law or in equity.

Article XI

INDEMNIFICATION

Section 1. The Corporation shall reimburse or indemnify each director and officer of the Association for or against all liabilities and expenses reasonably incurred by or imposed upon him/her in connection with or resulting from any claim, action, suit or proceeding, civil, criminal, administrative or investigative, in which he/she may become involved as a party or otherwise by reason of his/her being or having been such director officer, or by reason of any action taken or not taken in such capacity, whether or not he/she continues to be such at the time such liabilities or expenses are incurred, provided that in respect of any action by or in the right of the Association such person was not negligent or guilty of misconduct to the Association, and (ii) in respect of all other actions such person acted in good faith in what he/she reasonably believed to be in the best interests of this Association and in addition in any criminal action had no reasonable cause to believe that his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

Section 2. As used in this Bylaws, the term “liabilities and expenses” shall include but not be limited to counsel fees and expenses and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by, a director officer, but shall not include amounts paid to this Association paid to this Association itself.

Section 3. Where such person has been wholly successful on the merits in such action, he/she shall be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him/her only if it shall be determined that such person has met the standards set forth in Section 1, either

- a. By the Board of Directors, acting by a quorum consisting of four (4) or more directors of the Association other than those involved in the action, or

- b. If there are not at least (4) directors then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association their written advice to such effect.

Section 4. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association.

ARTICLE XII
AMENDMENTS

The Bylaws may be amended or modified at any time, or from time to time, by the action or approval of the unit owners at a meeting of the unit owners by the affirmative vote of at least those unit owners who represent a majority of the votes entitled to be cast at that meeting.

___/___/2022