

9983

DBV 2634 PAGE 195

AMENDED AND RESTATED CODE OF REGULATIONS
OF
GEORGETOWN COMMONS LAND ORGANIZATION

WHEREAS, the Georgetown Commons Land Organization Code of Regulations was adopted on March 31, 1976 and recorded on that date in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2208, page 440;

WHEREAS, at a meeting of the Unit Owners duly held in accordance with the provisions of such Code of Regulations on February 19, 1985 by the vote of the majority of the Unit Owners cast in person or by proxy, such Code of Regulations was amended and restated, and such amendments and restatements are as provided in the following Amended and Restated Code of Regulations of Georgetown Commons Land Organization, to be effective as the Amended and Restated Code of Regulations of the Condominium upon the recordation hereof in the Recorder's Office of Westmoreland County, Pennsylvania;

NOW THEREFORE, pursuant to Section XIV of the Code of Regulations in effect on February 19, 1985, the provisions of the Code of Regulations are hereby amended and restated in their entirety as follows:

RECORDED IN DEEDS
OCT 23 9 33 AM '85
REC'D BY
WESTMORELAND COUNTY PA.
James A. [Signature]

9983

TBY 2634 PAGE 95

AMENDED AND RESTATED CODE OF REGULATIONS
OF
GEORGETOWN COMMONS LAND ORGANIZATION

WHEREAS, the Georgetown Commons Land Organization Code of Regulations was adopted on March 31, 1976 and recorded on that date in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2208, page 440;

WHEREAS, at a meeting of the Unit Owners duly held in accordance with the provisions of such Code of Regulations on February 19, 1985 by the vote of the majority of the Unit Owners cast in person or by proxy, such Code of Regulations was amended and restated, and such amendments and restatements are as provided in the following Amended and Restated Code of Regulations of Georgetown Commons Land Organization, to be effective as the Amended and Restated Code of Regulations of the Condominium upon the recordation hereof in the Recorder's Office of Westmoreland County, Pennsylvania;

NOW THEREFORE, pursuant to Section XIV of the Code of Regulations in effect on February 19, 1985, the provisions of the Code of Regulations are hereby amended and restated in their entirety as follows:

RECORDED IN DEEDS

James S. [Signature]

OCT 23 9 33 AM '85

REC'D - REC'D

GEORGETOWN COMMONS
CODE OF REGULATIONS
FEBRUARY 19, 1985

SECTION I. STATUTE

This Code of Regulations (Regulations) is adopted pursuant to Unit Property Act of Pennsylvania (Act).

SECTION II. REAL ESTATE

The Real Estate to which these Regulations apply is called Georgetown Commons, Westmoreland County, Pennsylvania, and is more fully described in Declaration of Condominium (Declaration) and Declaration Plan (Plan) recorded in the office of the Recorder of Deeds of Westmoreland County, Pennsylvania. The principal office of Georgetown Commons shall be located at such place as may be designated by Organization from time to time.

SECTION III. DEFINITIONS.

All terms used herein shall have same meaning as in Declaration.

SECTION IV. COUNCIL

1. Number and Qualifications. The business, operation and affairs of the Georgetown Commons Land Organization shall be managed on behalf of the Unit Owners by an organization consisting of five (5) natural individuals who are residents of Pennsylvania and a majority of whom must be Unit Owners.

2. Powers and Duties. Subject to the provisions of the Act, the Declaration and this Code, the Council shall, on behalf of the Unit Owners, have all the powers and duties necessary to administer and manage the business, operation and affairs of the Property, and of the Organization of the Unit Owners. Such powers and duties of the Council include, but are not limited to, the following:

- a. The operation, maintenance, repair, improvement and replacement of the Common Elements;
- b. The determination of the Common Expenses. The decision of Council whether any charge or expense is a common expense or allocated to a particular Unit Owner shall be final, binding and conclusive;
- c. The assessment and collection of Common Expenses;
- d. The power to engage and dismiss employees and to appoint and dismiss agents necessary for the management of the business, operation and affairs of the Property and of the Organization of Unit Owners, and to define their duties and fix their compensation;
- e. The adoption, amendment and enforcement of Rules and Regulations governing the use of the Units and the Common Elements, including, but not limited to, parking rules;

GEORGETOWN COMMONS
CODE OF REGULATIONS
FEBRUARY 19, 1985

SECTION I. STATUTE

This Code of Regulations (Regulations) is adopted pursuant to Unit Property Act of Pennsylvania (Act).

SECTION II. REAL ESTATE

The Real Estate to which these Regulations apply is called Georgetown Commons, Westmoreland County, Pennsylvania, and is more fully described in Declaration of Condominium (Declaration) and Declaration Plan (Plan) recorded in the office of the Recorder of Deeds of Westmoreland County, Pennsylvania. The principal office of Georgetown Commons shall be located at such place as may be designated by Organization from time to time.

SECTION III. DEFINITIONS.

All terms used herein shall have same meaning as in Declaration.

SECTION IV. COUNCIL

1. **Number and Qualifications.** The business, operation and affairs of the Georgetown Commons Land Organization shall be managed on behalf of the Unit Owners by an organization consisting of five (5) natural individuals who are residents of Pennsylvania and a majority of whom must be Unit Owners.

2. **Powers and Duties.** Subject to the provisions of the Act, the Declaration and this Code, the Council shall, on behalf of the Unit Owners, have all the powers and duties necessary to administer and manage the business, operation and affairs of the Property, and of the Organization of the Unit Owners. Such powers and duties of the Council include, but are not limited to, the following:

- a. The operation, maintenance, repair, improvement and replacement of the Common Elements;
- b. The determination of the Common Expenses. The decision of Council whether any charge or expense is a common expense or allocated to a particular Unit Owner shall be final, binding and conclusive;
- c. The assessment and collection of Common Expenses;
- d. The power to engage and dismiss employees and to appoint and dismiss agents necessary for the management of the business, operation and affairs of the Property and of the Organization of Unit Owners, and to define their duties and fix their compensation;
- e. The adoption, amendment and enforcement of Rules and Regulations governing the use of the Units and the Common Elements, including, but not limited to, parking rules;

f. The power to enter into and to perform under contracts, deeds, leases, and other written instruments or documents on behalf of the Organization of Unit Owners and to authorize the execution and delivery thereof by the Council's officers;

g. The opening of bank accounts on behalf of the Organization of Unit Owners and designating the signatures therefor;

h. The power to purchase, hold, sell, convey, mortgage or lease (but not voting votes appurtenant thereto) any one or more Units on behalf of the Organization;

i. To bring, prosecute, defend and settle litigation for and against itself, the Organization of Unit Owners and the Property, and to pay any adverse judgment entered therein, provided that the Council shall make no settlement which results in a liability against the Council, the Organization of Unit Owners or the Property in excess of ten thousand (\$10,000) dollars without the prior approval of the majority of Unit Owners;

j. Obtaining insurance;

k. To repair or restore the Property following damage or destructions, or a permanent taking by the power of, in the nature of eminent domain, or by action or deed in lieu of condemnation, not resulting in a termination under the provisions of the Act;

l. To levy fines, to suspend the right to use portions of the common elements, and to levy other penalties against Unit Owners for violations of the covenants of the Declaration of Condominium, the Code of Regulations, and the Rules established by Council to govern the conduct of Owners, occupants, tenants or guests while on the Property. No fine in excess of \$15.00 may be levied for any one violation. Each day a violation continues after notice to the Unit Owner of the offending party, the violation shall be considered a separate violation and fines will continue to accrue at \$15.00 per day. Suspension of rights to use portions of the Common Elements may not exceed 60 days for a single violation, except in the instance of continuing violation or non-payment of assessments in excess of \$150.00, in which case suspension of the right to use portions of the Common Elements will continue as long as the violation continues or as long as assessments in excess of \$150.00 are due to the Organization. Council has the duty to enforce the obligations of the Owners, including the right to sue to enforce the covenants of the Declaration of Condominium, the Code of Regulations and the Rules established by Council, and to collect all assessments and fines, and to enforce any other penalties which may be levied.

m. To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Organization of Unit Owners and the Council and the operations and management of the Property (including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies) and to lease portions of the Common Elements not necessary for the management of the business and affairs of the Unit Owners or for the operation or management of the Property;

n. To keep books and records and to designate the custodian of said books and records; and

o. The Council may employ a managing agent for a period not to exceed three years, at a compensation, from time to time, established by the Council, to perform such duties and services as the Council shall authorize and direct.

f. The power to enter into and to perform under contracts, deeds, leases, and other written instruments or documents on behalf of the Organization of Unit Owners and to authorize the execution and delivery thereof by the Council's officers;

g. The opening of bank accounts on behalf of the Organization of Unit Owners and designating the signatures therefor;

h. The power to purchase, hold, sell, convey, mortgage or lease (but not voting votes appurtenant thereto) any one or more Units on behalf of the Organization;

i. To bring, prosecute, defend and settle litigation for and against itself, the Organization of Unit Owners and the Property, and to pay any adverse judgment entered therein, provided that the Council shall make no settlement which results in a liability against the Council, the Organization of Unit Owners or the Property in excess of ten thousand (\$10,000) dollars without the prior approval of the majority of Unit Owners;

j. Obtaining insurance;

k. To repair or restore the Property following damage or destructions, or a permanent taking by the power of, in the nature of eminent domain, or by action or deed in lieu of condemnation, not resulting in a termination under the provisions of the Act;

l. To levy fines, to suspend the right to use portions of the common elements, and to levy other penalties against Unit Owners for violations of the covenants of the Declaration of Condominium, the Code of Regulations, and the Rules established by Council to govern the conduct of Owners, occupants, tenants or guests while on the Property. No fine in excess of \$15.00 may be levied for any one violation. Each day a violation continues after notice to the Unit Owner of the offending party, the violation shall be considered a separate violation and fines will continue to accrue at \$15.00 per day. Suspension of rights to use portions of the Common Elements may not exceed 60 days for a single violation, except in the instance of continuing violation or non-payment of assessments in excess of \$150.00, in which case suspension of the right to use portions of the Common Elements will continue as long as the violation continues or as long as assessments in excess of \$150.00 are due to the Organization. Council has the duty to enforce the obligations of the Owners, including the right to sue to enforce the covenants of the Declaration of Condominium, the Code of Regulations and the Rules established by Council, and to collect all assessments and fines, and to enforce any other penalties which may be levied.

m. To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Organization of Unit Owners and the Council and the operations and management of the Property (including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies) and to lease portions of the Common Elements not necessary for the management of the business and affairs of the Unit Owners or for the operation or management of the Property;

n. To keep books and records and to designate the custodian of said books and records; and

o. The Council may employ a managing agent for a period not to exceed three years, at a compensation, from time to time, established by the Council, to perform such duties and services as the Council shall authorize and direct.

3. Election and Term of Office. At the first annual meeting of Unit Owners after the adoption of this Code of Regulations, the members shall elect three (3) members of the Organization for a term of (2) years and two (2) members of the Organization for a term of one (1) year. At the expiration of the initial term of office of each Council member, his successor shall be elected for a two (2) year term. Members of the Council shall hold office until their successors have been elected and qualified.

4. Removal of members of Council. At any regular or special meeting of Unit Owners, any one or more of the members of Council may be removed with or without cause by a majority vote of the Unit Owners. Any Council member whose removal has been proposed shall have an opportunity to be heard during the meeting prior to the vote.

5. Vacancies. Vacancies in the Council caused for any reason shall be filled by a vote of a majority of the remaining members of the Council, even though less than a quorum, promptly after the occurrence thereof, and each person so elected shall be a member of the Council for the remainder of the term so filled.

6. Organization meeting of Council. An organization meeting of the Council shall be called by the President and held within five (5) business days following each annual meeting of the Unit Owners, at such time and place as the newly elected members of the Council shall determine for the purposes of organization, election of officers and such other business as may be brought before the meeting, and no notice thereof shall be required.

7. Regular meetings of Council. Regular meetings of the Council may be held, without call or notice, at such times or places as the Council may from time to time determine.

8. Special meetings of Council. Special meetings of the Council may be called by the President or by two or more members of the Council, and held on written notice given not less than three (3) days prior to the meeting date, specifying the time, place and purpose of the meeting.

9. Place of meetings. Meetings of the Council shall be held at the Property or at such other place as the Council may specify.

10. Waiver of notice. Any notice of any meeting of the Council may be waived by any member thereof in writing, and attendance at the meeting shall constitute a waiver of notice thereof.

11. Effect of presence at meetings. Any member of Council present at any meeting thereof shall be deemed to have assented to any action taken at such meeting unless such member's dissent is entered on the minutes of the meeting or unless such member files a written dissent with the Secretary at or immediately following the adjournment of the meeting, provided that no member may dissent from any action for which such member voted at the meeting.

12. Quorum. A majority of the members in office shall constitute a quorum at any meeting of the Council, and the acts of a majority of the members at a meeting at which a quorum is present shall be the acts of the Council. If less than a quorum is present at any meeting, a majority of those present may reconvene the meeting from time to time, and at any reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

13. Compensation. No member of the Council shall be compensated for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties. Any Council

3. Election and Term of Office. At the first annual meeting of Unit Owners after the adoption of this Code of Regulations, the members shall elect three (3) members of the Organization for a term of (2) years and two (2) members of the Organization for a term of one (1) year. At the expiration of the initial term of office of each Council member, his successor shall be elected for a two (2) year term. Members of the Council shall hold office until their successors have been elected and qualified.

4. Removal of members of Council. At any regular or special meeting of Unit Owners, any one or more of the members of Council may be removed with or without cause by a majority vote of the Unit Owners. Any Council member whose removal has been proposed shall have an opportunity to be heard during the meeting prior to the vote.

5. Vacancies. Vacancies in the Council caused for any reason shall be filled by a vote of a majority of the remaining members of the Council, even though less than a quorum, promptly after the occurrence thereof, and each person so elected shall be a member of the Council for the remainder of the term so filled.

6. Organization meeting of Council. An organization meeting of the Council shall be called by the President and held within five (5) business days following each annual meeting of the Unit Owners, at such time and place as the newly elected members of the Council shall determine for the purposes of organization, election of officers and such other business as may be brought before the meeting, and no notice thereof shall be required.

7. Regular meetings of Council. Regular meetings of the Council may be held, without call or notice, at such times or places as the Council may from time to time determine.

8. Special meetings of Council. Special meetings of the Council may be called by the President or by two or more members of the Council, and held on written notice given not less than three (3) days prior to the meeting date, specifying the time, place and purpose of the meeting.

9. Place of meetings. Meetings of the Council shall be held at the Property or at such other place as the Council may specify.

10. Waiver of notice. Any notice of any meeting of the Council may be waived by any member thereof in writing, and attendance at the meeting shall constitute a waiver of notice thereof.

11. Effect of presence at meetings. Any member of Council present at any meeting thereof shall be deemed to have assented to any action taken at such meeting unless such member's dissent is entered on the minutes of the meeting or unless such member files a written dissent with the Secretary at or immediately following the adjournment of the meeting, provided that no member may dissent from any action for which such member voted at the meeting.

12. Quorum. A majority of the members in office shall constitute a quorum at any meeting of the Council, and the acts of a majority of the members at a meeting at which a quorum is present shall be the acts of the Council. If less than a quorum is present at any meeting, a majority of those present may reconvene the meeting from time to time, and at any reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

13. Compensation. No member of the Council shall be compensated for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties. Any Council

member providing services which would normally be provided by an outside independent person or agency, may be compensated for those services if such compensation is approved by Council.

14. Election and duties of officers. Officers of the Organization shall be elected and shall have duties as follows:

a. Number and Qualifications. The officers of the Organization of Unit owners shall include a President, Treasurer and Secretary, and may include such other officers (including those designated as "assistant" officers) as the Council may from time to time determine. The offices of the President and Secretary shall not be filled concurrently by the same person.

b. Election, Term and Removal. The officers and assistant officers shall be elected annually at the organization meeting of Council, and shall serve until the next following organization meeting and until their successors are elected, provided that any officer may be removed by majority vote of the Council at any time, with or without cause.

c. Vacancies. Any vacancy in the office of President, Treasurer or Secretary by reason of death, resignation, removal or otherwise, shall be promptly filled by the Council. Other offices may remain vacant as determined by the Council.

d. President. The President shall be the chief executive officer of the Organization of Unit Owners, shall preside at all meetings of the Unit Owners and of the Council, and shall have all powers and duties customarily vested in chief executive officers.

e. Treasurer. The Treasurer shall be the chief financial officer of the Organization of Unit Owners, and shall have charge and custody of the funds of the Organization. The Treasurer may be a corporation, a bank or other financial institution qualified to act as such. The Treasurer shall keep detailed books and records of all assets, liabilities, receipts and expenditures of the Council and of the Organization, including without limitation, expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement expenses of the Common Elements and any other expenses incurred. The Treasurer shall keep an accurate record of Common Expenses assessed by the Council against the Units and the Unit Owners, and of the payment thereof. The Treasurer shall deposit the funds of the Organization of Unit Owners in the name of the Organization in such depositories as the Council may from time to time designate, and shall render to the Council on request an accounting of all transactions as Treasurer and of the financial condition of the Organization, and in general shall have the powers and duties customarily vested in chief financial officers. The Treasurer and any other employee or agent of the Organization handling its funds shall furnish bond in such forms and amount and covering such risks as the Council shall require, the premium for which shall be a Common Expense. All powers and duties of the Treasurer may be delegated by the Council to a managing agent.

f. Secretary. The Secretary shall be responsible for giving any requisite notice and for keeping the minutes of all meetings of the Organization and of the Council. The Secretary shall maintain records containing the calls, waivers, notices, waivers of notice and minutes of all meetings of the Unit Owners and of the Council, all proxies, and shall maintain the voting list required by Section V-5 of this Code, and a list of all addresses submitted for notice purposes pursuant to Section V-3 hereof. The Secretary shall be the custodian of all the books and records of the Organization of Unit Owners other than those whose custody is placed herein in the Treasurer and in general shall have the powers and duties customarily vested in corporate Secretaries. All powers and duties of the Secretary may be delegated by the Council to a managing agent.

member providing services which would normally be provided by an outside independent person or agency, may be compensated for these services if such compensation is approved by Council.

14. Election and duties of officers. Officers of the Organization shall be elected and shall have duties as follows:

a. Number and Qualifications. The officers of the Organization of Unit owners shall include a President, Treasurer and Secretary, and may include such other officers (including those designated as "assistant" officers) as the Council may from time to time determine. The offices of the President and Secretary shall not be filled concurrently by the same person.

b. Election, Term and Removal. The officers and assistant officers shall be elected annually at the organization meeting of Council, and shall serve until the next following organization meeting and until their successors are elected, provided that any officer may be removed by majority vote of the Council at any time, with or without cause.

c. Vacancies. Any vacancy in the office of President, Treasurer or Secretary by reason of death, resignation, removal or otherwise, shall be promptly filled by the Council. Other offices may remain vacant as determined by the Council.

d. President. The President shall be the chief executive officer of the Organization of Unit Owners, shall preside at all meetings of the Unit Owners and of the Council, and shall have all powers and duties customarily vested in chief executive officers.

e. Treasurer. The Treasurer shall be the chief financial officer of the Organization of Unit Owners, and shall have charge and custody of the funds of the Organization. The Treasurer may be a corporation, a bank or other financial institution qualified to act as such. The Treasurer shall keep detailed books and records of all assets, liabilities, receipts and expenditures of the Council and of the Organization, including without limitation, expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement expenses of the Common Elements and any other expenses incurred. The Treasurer shall keep an accurate record of Common Expenses assessed by the Council against the Units and the Unit Owners, and of the payment thereof. The Treasurer shall deposit the funds of the Organization of Unit Owners in the name of the Organization in such depositories as the Council may from time to time designate, and shall render to the Council on request an accounting of all transactions as Treasurer and of the financial condition of the Organization, and in general shall have the powers and duties customarily vested in chief financial officers. The Treasurer and any other employee or agent of the Organization handling its funds shall furnish bond in such forms and amount and covering such risks as the Council shall require, the premium for which shall be a Common Expense. All powers and duties of the Treasurer may be delegated by the Council to a managing agent.

f. Secretary. The Secretary shall be responsible for giving any requisite notice and for keeping the minutes of all meetings of the Organization and of the Council. The Secretary shall maintain records containing the calls, waivers, notices, waivers of notice and minutes of all meetings of the Unit Owners and of the Council, all proxies, and shall maintain the voting list required by Section V-5 of this Code, and a list of all addresses submitted for notice purposes pursuant to Section V-3 hereof. The Secretary shall be the custodian of all the books and records of the Organization of Unit Owners other than those whose custody is placed herein in the Treasurer and in general shall have the powers and duties customarily vested in corporate Secretaries. All powers and duties of the Secretary may be delegated by the Council to a managing agent.

g. Compensation. No officer or assistant officer of the Organization of Unit Owners shall be compensated for acting as such, but may be reimbursed for any out-of-pocket expenses, except that the Secretary and Treasurer may be compensated for their services if the Council determines that such compensation is appropriate.

h. Execution of instruments. No agreement, deed, lease or other instrument shall be binding upon the Organization of Unit Owners unless entered into on behalf of the Organization by the Council and signed by two officers of the Organization pursuant to resolution duly adopted by the Council. The Council may delegate signature authority to a managing agent in which case such single signature shall be binding upon the Organization.

SECTION V. MEETING OF OWNERS

1. Annual Meetings. Annual meetings shall be called by the President and held in the month of February in each year. At each annual meeting, the Unit Owners shall elect members of the Council, and may transact such other business as may properly come before the meeting.

2. Special Meetings. The President shall promptly call special meetings of the Unit Owners when so directed by the Council or when petitioned in writing by Unit Owners having a fifty-one (51%) or more proportionate undivided interest in the Common Elements. No business shall be transacted at a special meeting other than as specified in the notice.

3. Notice of Meetings. The Secretary shall give notice of each annual meeting of the Unit Owners to the Unit Owners, at least five (5) and not more than thirty (30) days prior to the meeting date. The notice shall specify the time and place of the meeting, and in the case of each special meeting, shall include the purpose thereof. Notices shall be mailed by U. S. Mail, first class postage prepaid, to each Unit Owner at the address appearing in the records of the Organization.

4. Place of Meetings. Meetings of the Unit Owners shall be held at the Property or at such other suitable place as may be fixed by the Council and set forth in the notice thereof.

5. Voting. Subject to the provisions of the Act and except as otherwise provided in this Code, each Unit Owner shall be entitled to the same number of votes as such Unit Owner's proportionate undivided interest in the Common Elements assigned to the Unit in the Declaration, and any amendments thereto. Unit Owners may cast votes at all meetings either in person or by proxy (a proxy may be issued to another Unit Owner or to a non-Unit Owner and/or non-resident). All such proxies shall be in writing and shall be delivered to the Secretary prior to the vote, and shall be revocable at any time by written notice to the Secretary. The Persons entitled to exercise voting rights shall be those shown at the time of reference on a voting list to be maintained by the Secretary, which list shall be closed for each meeting at the beginning of the meeting. That list shall contain the Owner of record and the percentage interests in the Common Elements appurtenant to each Unit. If more than one person is the Unit Owner, such Unit Owner shall designate one or more partners, associates, fiduciaries, or joint tenants as those entitled to exercise the voting rights appurtenant to the Unit, which designation shall be reflected on such voting list and shall be controlling until cancelled or superseded by such Unit Owner. The voting list shall be kept at the office and may be inspected during regular business hours by any Unit Owners and the applicable voting list shall be produced and kept open to inspection at each meeting of the Unit Owners.

6. Majority. The term "majority" or the phrase "majority of the Unit Owners" as used herein means the owners of fifty-one percent (51%) or more of the undivided ownership in the Common Elements.

g. Compensation. No officer or assistant officer of the Organization of Unit Owners shall be compensated for acting as such, but may be reimbursed for any out-of-pocket expenses, except that the Secretary and Treasurer may be compensated for their services if the Council determines that such compensation is appropriate.

h. Execution of instruments. No agreement, deed, lease or other instrument shall be binding upon the Organization of Unit Owners unless entered into on behalf of the Organization by the Council and signed by two officers of the Organization pursuant to resolution duly adopted by the Council. The Council may delegate signature authority to a managing agent in which case such single signature shall be binding upon the Organization.

SECTION V. MEETING OF OWNERS

1. Annual Meetings. Annual meetings shall be called by the President and held in the month of February in each year. At each annual meeting, the Unit Owners shall elect members of the Council, and may transact such other business as may properly come before the meeting.

2. Special Meetings. The President shall promptly call special meetings of the Unit Owners when so directed by the Council or when petitioned in writing by Unit Owners having a fifty-one (51%) or more proportionate undivided interest in the Common Elements. No business shall be transacted at a special meeting other than as specified in the notice.

3. Notice of Meetings. The Secretary shall give notice of each annual meeting of the Unit Owners to the Unit Owners, at least five (5) and not more than thirty (30) days prior to the meeting date. The notice shall specify the time and place of the meeting, and in the case of each special meeting, shall include the purpose thereof. Notices shall be mailed by U. S. Mail, first class postage prepaid, to each Unit Owner at the address appearing in the records of the Organization.

4. Place of Meetings. Meetings of the Unit Owners shall be held at the Property or at such other suitable place as may be fixed by the Council and set forth in the notice thereof.

5. Voting. Subject to the provisions of the Act and except as otherwise provided in this Code, each Unit Owner shall be entitled to the same number of votes as such Unit Owner's proportionate undivided interest in the Common Elements assigned to the Unit in the Declaration, and any amendments thereto. Unit Owners may cast votes at all meetings either in person or by proxy (a proxy may be issued to another Unit Owner or to a non-Unit Owner and/or non-resident). All such proxies shall be in writing and shall be delivered to the Secretary prior to the vote, and shall be revocable at any time by written notice to the Secretary. The Persons entitled to exercise voting rights shall be those shown at the time of reference on a voting list to be maintained by the Secretary, which list shall be closed for each meeting at the beginning of the meeting. That list shall contain the Owner of record and the percentage interests in the Common Elements appurtenant to each Unit. If more than one person is the Unit Owner, such Unit Owner shall designate one or more partners, associates, fiduciaries, or joint tenants as those entitled to exercise the voting rights appurtenant to the Unit, which designation shall be reflected on such voting list and shall be controlling until cancelled or superseded by such Unit Owner. The voting list shall be kept at the office and may be inspected during regular business hours by any Unit Owners and the applicable voting list shall be produced and kept open to inspection at each meeting of the Unit Owners.

6. Majority. The term "majority" or the phrase "majority of the Unit Owners" as used herein means the owners of fifty-one percent (51%) or more of the undivided ownership in the Common Elements.

7. Quorum. The presence at a meeting in person or by proxy of persons or entities having the right to cast no less than thirty-three and one third percent (33-1/3%) of the votes appurtenant to all Units shall constitute a quorum and the act of a majority of such persons or entities present at a meeting at which a quorum is present shall be the acts of and binding upon all Unit Owners for all purposes except where under the Act, the Declaration or this Code, a higher percentage is required. If less than a quorum is present in person or by proxy at any meeting, a majority of such persons present in person or by proxy may adjourn the meeting to reconvene at a stated time and place and at any adjourned meeting at which a quorum is present any business may be transacted which could have been transacted at the meeting originally called, without further notice.

SECTION VI. USE, ALTERATION, DECORATION, REPAIR AND MAINTENANCE OF THE PROPERTY.

1. Use of the Property. Each Unit shall be used only as a residence. The Common Elements (including Limited Common Elements) shall be used only for the purposes for which intended, as incidental to the use of the Units. The use of the Units and of the Common Elements (including Limited Common Elements) shall be only in accordance with the provisions of (i) the Act, the Declaration, the Declaration Plan, this Code, and the Rules; (ii) all other applicable provisions of law, and of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) any covenants, conditions and restrictions in the deed of any Unit to the Unit Owner; and (iv) any mortgage or other instrument affecting that Unit or any other Unit. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements. No Unit Owner, or Occupant shall (i) make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from the outside of such Unit; or (iii) place any sign, notice, advertisement or the like on any part of the Property which is visible from the outside of such Unit without the prior written consent of Council. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or other property right without the prior written consent of Council.

2. Parking. The Council shall, all other documents, Plot Plans, sketches of record or not of record notwithstanding, devise a system for allocating parking spaces and establish rules and regulations for use of said parking spaces.

3. Maintenance and Repair of the Property.

a. The Council shall keep in a good state of preservation, repair and cleanliness and shall be responsible for the operation, maintenance, repair, improvement and replacement of the Common Elements in accordance with the provisions of the Declaration, this Code and the Act.

b. Units Maintenance. Each Owner shall furnish, at his own expense, all maintenance, repairs and replacement within his Unit. PROVIDED, HOWEVER, any maintenance, repair and replacements of utility service to the exterior wall of the Unit shall be furnished by the Organization as part of the Common Expenses. Maintenance, repair and replacement of refrigerators, air conditioners, heating units, plumbing fixtures, ranges and other kitchen appliances, lighting fixtures, other electrical appliances and replacement of windows and doors of any Unit shall be at the Owner's expense. Repair of individual wiring and plumbing shall be at the Owner's expense. Each Unit Owner shall keep in a good state of appearance,

7. Quorum. The presence at a meeting in person or by proxy of persons or entities having the right to cast no less than thirty-three and one third percent (33-1/3%) of the votes appurtenant to all Units shall constitute a quorum and the act of a majority of such persons or entities present at a meeting at which a quorum is present shall be the acts of and binding upon all Unit Owners for all purposes except where under the Act, the Declaration or this Code, a higher percentage is required. If less than a quorum is present in person or by proxy at any meeting, a majority of such persons present in person or by proxy may adjourn the meeting to reconvene at a stated time and place and at any adjourned meeting at which a quorum is present any business may be transacted which could have been transacted at the meeting originally called, without further notice.

SECTION VI. USE, ALTERATION, DECORATION, REPAIR AND MAINTENANCE OF THE PROPERTY.

1. Use of the Property. Each Unit shall be used only as a residence. The Common Elements (including Limited Common Elements) shall be used only for the purposes for which intended, as incidental to the use of the Units. The use of the Units and of the Common Elements (including Limited Common Elements) shall be only in accordance with the provisions of (i) the Act, the Declaration, the Declaration Plan, this Code, and the Rules, (ii) all other applicable provisions of law, and of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) any covenants, conditions and restrictions in the deed of any Unit to the Unit Owner; and (iv) any mortgage or other instrument affecting that Unit or any other Unit. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements. No Unit Owner, or Occupant shall (i) make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from the outside of such Unit; or (iii) place any sign, notice, advertisement or the like on any part of the Property which is visible from the outside of such Unit without the prior written consent of Council. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or other property right without the prior written consent of Council.

2. Parking. The Council shall, all other documents, Plot Plans, sketches of record or not of record notwithstanding, devise a system for allocating parking spaces and establish rules and regulations for use of said parking spaces.

3. Maintenance and Repair of the Property.

a. The Council shall keep in a good state of preservation, repair and cleanliness and shall be responsible for the operation, maintenance, repair, improvement and replacement of the Common Elements in accordance with the provisions of the Declaration, this Code and the Act.

b. Units Maintenance. Each Owner shall furnish, at his own expense, all maintenance, repairs and replacement within his Unit. PROVIDED, HOWEVER, any maintenance, repair and replacements of utility service to the exterior wall of the Unit shall be furnished by the Organization as part of the Common Expenses. Maintenance, repair and replacement of refrigerators, air conditioners, heating units, plumbing fixtures, ranges and other kitchen appliances, lighting fixtures, other electrical appliances and replacement of windows and doors of any Unit shall be at the Owner's expense. Repair of individual wiring and plumbing shall be at the Owner's expense. Each Unit Owner shall keep in a good state of appearance,

preservation, repair and cleanliness and shall be responsible (except for any repairs and reconstruction to be effected by the Council pursuant to the Declaration) for the maintenance and repair, whether structural or non-structural, ordinary or extraordinary, at such Unit Owner's expense, of the Unit and of any equipment and personal property from time to time therein contained.

c. Maintenance of Limited Common Elements. Maintenance, repair and replacement of Limited Common Elements shall be furnished by the Organization as part of the Common Expenses except balconies, patios, and patio areas which are Limited Common Elements, shall be maintained by each Owner, subject to Section X. Further, any landscaping or gardening of Limited Common Elements which is permitted as herein provided shall be performed by the affected Owner. If the Owner fails to maintain Limited Common Elements to the Organization's standards, Organization can make the necessary repairs and bill the Owner therefor.

Each Unit Owner shall be responsible for cleaning Limited Common Elements and exclusive use areas incidental to a Unit, and shall keep such areas clean and free from trash, dirt and debris. No person shall permit trash, debris, tools, parts or other matter to be stored or accumulated in such a way as to detract from the appearance of the Property. In addition, no person shall (a) permit any motor vehicle, trailer or other conveyance to be parked on any portion of the Property if such vehicle, trailer or other conveyance is not fully operable and licensed and inspected for current legal operation, or (b) use any portion of the Property for the repair of any motor vehicle, trailer or other conveyance, except immediate emergency repairs. Upon failure of any person to comply with the foregoing provisions, the Council may, after notice to the Unit Owner or other responsible Person, take such action as may be necessary to effect compliance with the foregoing and assess the cost thereof to such Unit Owner or Person.

4. Liability of Unit Owners for Damage Caused to Common Elements. Each Unit Owner shall be liable to the Council for all damage to any of the Common Elements whether within or without such Unit Owner's Unit, and to any personal property contained within the Common Elements and Limited Common Elements, caused by the act, omission or negligence of the Unit Owner or the Unit Owner's family, guests, employees, agents, lessees or licensees.

5. Increase in Insurance Cost. No Unit Owner shall use or permit the use of his Unit or of the Common Elements or Limited Common Elements so as to cause an increase in the rate of insurance held by the Council on the Property by or for any owner or lessee thereof, and each responsible Unit Owner shall be liable to the Council for any such increase in respect of the Property.

6. Right of Access to Units; Costs. The Council shall have a right of access to each Unit to (i) inspect the Unit; (ii) remove, correct or abate violations of the Act, the Declaration, this Code, the Rules, or of law, or of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) make such repairs to the Unit as are reasonably necessary for public safety or to prevent damage to other Units or to the Common Elements; and (iv) maintain, repair or replace the Common Elements contained therein. The costs of removing, correcting or abating any of the violations referred to (ii) above and of making any such repairs to Units referred to in (ii) and (iii) above shall be paid by the Unit Owner to the Council on demand. Requests for access shall be made in advance, except in cases of emergency when such right of access shall be immediate, whether the Unit Owner is present or not.

7. Additions, Alterations or Improvements to the Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building. No Unit Owner shall make or permit any other structural

preservation, repair and cleanliness and shall be responsible (except for any repairs and reconstruction to be effected by the Council pursuant to the Declaration) for the maintenance and repair, whether structural or non-structural, ordinary or extraordinary, at such Unit Owner's expense, of the Unit and of any equipment and personal property from time to time therein contained.

c. Maintenance of Limited Common Elements. Maintenance, repair and replacement of Limited Common Elements shall be furnished by the Organization as part of the Common Expenses except balconies, patios, and patio areas which are Limited Common Elements, shall be maintained by each Owner, subject to Section X. Further, any landscaping or gardening of Limited Common Elements which is permitted as herein provided shall be performed by the affected Owner. If the Owner fails to maintain Limited Common Elements to the Organization's standards, Organization can make the necessary repairs and bill the Owner therefor.

Each Unit Owner shall be responsible for cleaning Limited Common Elements and exclusive use areas incidental to a Unit, and shall keep such areas clean and free from trash, dirt and debris. No person shall permit trash, debris, tools, parts or other matter to be stored or accumulated in such a way as to detract from the appearance of the Property. In addition, no person shall (a) permit any motor vehicle, trailer or other conveyance to be parked on any portion of the Property if such vehicle, trailer or other conveyance is not fully operable and licensed and inspected for current legal operation, or (b) use any portion of the Property for the repair of any motor vehicle, trailer or other conveyance, except immediate emergency repairs. Upon failure of any person to comply with the foregoing provisions, the Council may, after notice to the Unit Owner or other responsible Person, take such action as may be necessary to effect compliance with the foregoing and assess the cost thereof to such Unit Owner or Person.

4. Liability of Unit Owners for Damage Caused to Common Elements. Each Unit Owner shall be liable to the Council for all damage to any of the Common Elements whether within or without such Unit Owner's Unit, and to any personal property contained within the Common Elements and Limited Common Elements, caused by the act, omission or negligence of the Unit Owner or the Unit Owner's family, guests, employees, agents, lessees or licensees.

5. Increase in Insurance Cost. No Unit Owner shall use or permit the use of his Unit or of the Common Elements or Limited Common Elements so as to cause an increase in the rate of insurance held by the Council on the Property by or for any owner or lessee thereof, and each responsible Unit Owner shall be liable to the Council for any such increase in respect of the Property.

6. Right of Access to Units; Costs. The Council shall have a right of access to each Unit to (i) inspect the Unit; (ii) remove, correct or abate violations of the Act, the Declaration, this Code, the Rules, or of law, or of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) make such repairs to the Unit as are reasonably necessary for public safety or to prevent damage to other Units or to the Common Elements; and (iv) maintain, repair or replace the Common Elements contained therein. The costs of removing, correcting or abating any of the violations referred to (ii) above and of making any such repairs to Units referred to in (ii) and (iii) above shall be paid by the Unit Owner to the Council on demand. Requests for access shall be made in advance, except in cases of emergency when such right of access shall be immediate, whether the Unit Owner is present or not.

7. Additions, Alterations or Improvements to the Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building. No Unit Owner shall make or permit any other structural

change, addition, alteration or improvement in or to his Unit without the prior written consent of the Council, and, if such change so consented to would result in rendering inaccurate the description of that Unit on the Declaration Plan, it shall not be undertaken until the Declaration Plan has been duly amended at the cost and expense of the Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Council shall respond to requests within sixty (60) days after receipt thereof, and shall be deemed to have acted favorably where no response is made within ninety (90) days. Application to any governmental authority for necessary permits shall be made by the Owner.

6. Maintenance of Common Elements. Except as otherwise provided in this Code, the Council may perform any maintenance, repairs or replacements to the Common Elements the Council deems necessary or desirable. The Council shall not make any additions, alterations or improvements to the Common Elements where the total project cost thereof is estimated to exceed twenty percent (20%) of the annual budget of the Organization, without prior approval of a majority of the Unit Owners at any meeting of the Unit Owners. Council may spend any amount necessary to protect and preserve the Property.

SECTION VII. INSURANCE

1. Insurance Provided by the Organization. Organization, for the benefit of and on behalf of Owners, shall contract for, pay premiums for as Common Expense, and at all times maintain policies of Insurance which shall include the following provision:

a. Fire insurance in the amount equal to full insurable replacement value of Real Estate without deduction for depreciation, and without co-insurance provision, with endorsement for extended coverage, payable to Organization on behalf of all Owners if the net proceeds thereof do not exceed Five Thousand Dollars (\$5000.00). Otherwise, the net proceeds thereof shall be paid to any trustee ("Insurance Trustee") appointed by Organization and approved by each holder of at least 10 mortgages. Said insurance shall include a separate loss payable endorsement in favor of the holders of any mortgage, modified to make the loss payable provisions in favor of such holder, subject and subordinate to loss payment provisions in favor of Organization or Insurance Trustee under appropriate agreement which provides that Organization or Insurance Trustee shall hold and disburse all payments received on account of loss or damage covered by such policy for repairs and restoration as provided in Act and Section VII hereof. Said insurance may, at Organization's option, contain a "deductible" provision in an amount determined by it but not in excess of One Thousand Dollars (\$1000.00). Organization shall periodically have Real Estate appraised for purpose of determining value; scope and amount of all fire insurance policies may be increased in Organization's discretion in order to maintain coverage in an amount of its current full insurable replacement value.

b. Comprehensive liability insurance insuring Owners in their capacity as Owners, the Organization members and any manager against any liability to public, Owners, Occupants or invitees, relating in any way to ownership and/or use of Real Estate. Limits of liability shall be at least Three Hundred Thousand Dollars (\$300,000.00) for any one person injured or killed in any single occurrence, at least One Million Dollars (\$1,000,000.00) for any single occurrence, and at least Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from each occurrence. Scope and amount of coverage of all liability insurance shall be reviewed at least once per year by the Organization and it may be increased in its discretion.

c. Such workmen's compensation insurance as applicable laws may require.

change, addition, alteration or improvement in or to his Unit without the prior written consent of the Council, and, if such change so consented to would result in rendering inaccurate the description of that Unit on the Declaration Plan, it shall not be undertaken until the Declaration Plan has been duly amended at the cost and expense of the Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Council shall respond to requests within sixty (60) days after receipt thereof, and shall be deemed to have acted favorably where no response is made within ninety (90) days. Application to any governmental authority for necessary permits shall be made by the Owner.

6. Maintenance of Common Elements. Except as otherwise provided in this Code, the Council may perform any maintenance, repairs or replacements to the Common Elements the Council deems necessary or desirable. The Council shall not make any additions, alterations or improvements to the Common Elements where the total project cost thereof is estimated to exceed twenty percent (20%) of the annual budget of the Organization, without prior approval of a majority of the Unit Owners at any meeting of the Unit Owners. Council may spend any amount necessary to protect and preserve the Property.

SECTION VII. INSURANCE

1. Insurance Provided by the Organization. Organization, for the benefit of and on behalf of Owners, shall contract for, pay premiums for as Common Expense, and at all times maintain policies of Insurance which shall include the following provision:

a. Fire insurance in the amount equal to full insurable replacement value of Real Estate without deduction for depreciation, and without co-insurance provision, with endorsement for extended coverage, payable to Organization on behalf of all Owners if the net proceeds thereof do not exceed Five Thousand Dollars (\$5000.00). Otherwise, the net proceeds thereof shall be paid to any trustee ("Insurance Trustee") appointed by Organization and approved by each holder of at least 10 mortgages. Said insurance shall include a separate loss payable endorsement in favor of the holders of any mortgage, modified to make the loss payable provisions in favor of such holder, subject and subordinate to loss payment provisions in favor of Organization or Insurance Trustee under appropriate agreement which provides that Organization or Insurance Trustee shall hold and disburse all payments received on account of loss or damage covered by such policy for repairs and restoration as provided in Act and Section VII hereof. Said insurance may, at Organization's option, contain a "deductible" provision in an amount determined by it but not in excess of One Thousand Dollars (\$1000.00). Organization shall periodically have Real Estate appraised for purpose of determining value; scope and amount of all fire insurance policies may be increased in Organization's discretion in order to maintain coverage in an amount of its current full insurable replacement value.

b. Comprehensive liability insurance insuring Owners in their capacity as Owners, the Organization members and any manager against any liability to public, Owners, Occupants or invitees, relating in any way to ownership and/or use of Real Estate. Limits of liability shall be at least Three Hundred Thousand Dollars (\$300,000.00) for any one person injured or killed in any single occurrence, at least One Million Dollars (\$1,000,000.00) for any single occurrence, and at least Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from each occurrence. Scope and amount of coverage of all liability insurance shall be reviewed at least once per year by the Organization and it may be increased in its discretion.

c. Such workmen's compensation insurance as applicable laws may require.