

**THIRD AMENDED AND RESTATED
BY-LAWS
OF
LUXURY TOWN HOMES OF HUNTINGTON WOODS
HOME OWNERS ASSOCIATION**

THESE THIRD AMENDED AND RESTATED BY-LAWS are made this 10th day of DECEMBER, 2019 by LUXURY TOWN HOMES OF HUNTINGTON WOODS HOME OWNERS ASSOCIATION, a non-profit Pennsylvania corporation, hereinafter referred to as "Association," and amends, restates, and replaces the BY-LAWS dated November 12, 2002 and last amended December 18, 2017.

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is LUXURY TOWN HOMES OF HUNTINGTON WOODS HOME OWNERS ASSOCIATION, a non-profit Pennsylvania corporation, hereinafter referred to as the "Association." The principal office of the corporation shall be located at the address of the current management company or the then current Board member responsible for maintaining the records of the Association, and will change from time to time due to changes in Board Members. Meetings of Members and Directors may be held at such places within the State of Pennsylvania, County of Allegheny, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

As used in these By-Laws, the following terms shall have the meanings designated:

"Association" shall mean and refer to Luxury Town Homes of Huntington Woods Home Owners Association, its successors and assigns, which is a membership corporation established at the time of establishment of this Plan.

"By-Laws" shall mean and refer to the By-Laws of the Luxury Town Homes of Huntington Woods, which are incorporated herein by reference, as they may be amended from time to time.

"Board" or "Board of Directors" shall mean the Board of Directors of Luxury Town Homes of Huntington Woods Home Owners Association.

"Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use, maintenance and enjoyment of all Owners.

"Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Luxury Town Homes of Huntington

Woods. Such standard may be more specifically determined by the Board of Directors.

"Lot" shall mean and refer to a numbered Lot in the Huntington Woods Plan of Lots No. 3 or amendments aforesaid.

"Member" shall mean and refer to any record Owner in a numbered Lot in the Huntington Woods Plan of Lots No. 3 or amendments aforesaid which is a Member of said Association.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a free simple title to any Numbered Lot in Huntington Woods Plan of Lots No. 3 or amendments, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

"Plan" shall mean and refer to the real property hereinabove described, together with such additional property as is hereinafter subjected to this Declaration.

"Unit" shall mean and refer to each Numbered Lot in Huntington Woods Plan of Lots No. 3 and structure built thereon.

ARTICLE III **MEETINGS**

Section 1. Annual Meetings. On the second Tuesday of November of each year, or such other day and month as may be determined by the Board, the Association shall conduct their annual meeting and election of the Board of Directors. The meeting shall take place at the hour of 7:00 p.m., or such other hour as may be determined by the Board.

Section 2. Quarterly Meetings. Within each calendar quarter, or such other day and as may be determined by the Board, the Board shall conduct their quarterly meeting of Directors. Minutes of said quarterly meeting shall be distributed to all Owners. If the Board deems necessary, more frequent meetings to address specific operational issues may be called and minutes will be distributed to all Owners. All quarterly meetings are to be made public, however due to limited space, the Board requests that all Owners wishing to attend such quarterly meeting advise of his/her desire to attend in advance of such quarterly meeting. Notice of such quarterly meeting is given in the board minutes of the previous quarter.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the Board of Directors, notice of which shall be given to all Members at least fifteen (15) days prior to special meeting. Special meetings of the Board may be called at any time by the Board of Directors, notice of which shall be given in the minutes of the Board meeting.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies. At all meetings of Members, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or the Secretary's agent (management company). Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of their Lot.

ARTICLE IV **BOARD OF DIRECTORS**

Section 1. Enumeration of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be comprised of at least four (4), but not more than seven (7) Members, each of whom shall be an Owner.

Section 2. Term of Office. Each Director shall be elected for a term of three (3) years, unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve. At each successive annual meeting, a new Director shall be elected for a term of three (3) years for any Director whose term has expired, has been terminated or who has been otherwise disqualified.

Section 3. Duties of Directors. The Board of Directors shall operate the Association to preserve, enhance and protect the value of the Luxury Town Homes of Huntington Woods properties. The Board of Directors shall determine, from time to time, the equitable distribution of specific duties within and among the Directors to efficiently and effectively perform and carry out the responsibilities of the Board. This may include contracting with a professional management company to run the day-to-day affairs of the Association. However, the Board is ultimately responsible for the oversight of the Association and answers to the Members.

Section 4. Removal of Directors. Any Director may be removed from office, with or without cause, by a majority vote of the Board or by a majority vote of the Members of the Association. Any Director may resign at any time giving written notice to the Board,

the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy left by any Director may be filled by appointment by the Board. The Director appointed to such vacancy shall serve for the remainder of the term of the Director he/she replaced. If no replacement is appointed by the Board, then the vacancy shall be filled at the next annual meeting, at which time a new Director shall be elected for a term of three (3) years.

Section 6. Compensation. Directors shall not receive compensation for any service they may render to the Association. However, Directors may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 7. Action Taken Without a Meeting. The Directors shall have the right to take *any* action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall take place at the annual meeting. Nominations may be made from the floor at the annual meeting. Such nominees must be from among the Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot or by polling those in attendance at the annual meeting or by proxy. At such election, the Members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Quarterly Meetings. Within each calendar quarter, or such other day and as may be determined by the Board, the Board shall conduct their quarterly meeting of Directors. Minutes of said quarterly meeting shall be distributed to all Owners. If the Board deems necessary, more frequent meetings to address specific operational issues may be called and minutes will be distributed to all Owners. All quarterly meetings are to be made public, however due to limited space, the Board requests that all Owners wishing to attend such quarterly meeting advise of his/her desire to attend in advance of such quarterly

meeting. Notice of such quarterly meeting is given in the board minutes of the previous quarter.

Section 2. Special Meetings. Special meetings of the Directors may be called at any time by the Board. Notice of such special meeting is given in the board minutes.

Section 3. Quorum of Directors. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration of Covenants.

(b) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

(c) Suspend the voting rights, any nonessential maintenance and right to use of the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations, unless the infraction is continuing in nature.

(d) Declare the office of a Director or officer of the Board of Directors to be vacant in the event such Director or officer shall be absent from three (3) consecutive regular quarterly meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) To determine the amount of and to levy assessments from and against all Members.

(g) Maintain architectural control to promote the integrity, beauty, continuity and property value of the Plan and Common Areas and to provide for the health and safety of the Owners, residents, guests or visitors.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration of Covenants, The Rules and Regulations and the Responsibility Matrix of the Association.

(b) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested by one-half (1/2) of the Members who are entitled to vote.

(c) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(d) Administer the amount of the annual assessment against each lot at least fifteen (15) days in advance of each annual assessment period and provide written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period.

(e) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(f) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. The Association is entitled to withhold any resale certificate from any Owner if said Owner is delinquent in the payment of any assessment, fine or penalty until such time as the payment of any outstanding amount owed is paid in full.

(g) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(h) Require proof of property damage and liability insurance by every Owner on an annual basis.

(i) Cause the termination of all contracts with outside contractors who, subsequent to contract award, become an Owner.

(j) Cause the Common Area to be maintained. Maintain exterior maintenance as set forth in the Declaration of Covenants.

(k) Hear all complaints brought before it by any Member as to the alleged violation of any condition, rule or regulation of ownership and use of a Unit, or the Common Area by any other Owner, spouse of Owner, child of Owner, or tenant of Owner.

**ARTICLE VIII
OFFICERS OF
THE BOARD OF DIRECTORS**

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary and treasurer, who shall be Members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Term of Office. Each Officer shall be elected for a term of three (3) years, unless an Officer shall sooner resign, or shall be removed, or otherwise disqualified to serve. At each successive annual meeting, a new officer Member shall be elected for a term of three (3) years for any officer whose term has expired, has been terminated or who has been otherwise disqualified.

Section 3. Duties of Officers. The duties of the officers are as follows:

a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks, contracts and promissory notes.

b) Vice-President. The vice-president shall act in place and stead of the president in the event of his/her absence, inability or refusal to perform the duties of the president.

c) Secretary. The secretary shall approve and/or record the votes and the minutes of all meetings and proceedings of the Board and of the Members which may be prepared by a management company and publish the minutes within ten (10) working days of the date of the meeting; serve notice or approve notices of meetings of the Board and of the Members; oversee appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks, contracts and promissory notes of the Association; keep proper books of account and financial statements; cause an annual review of the Association's financial statements and books to be made by a certified public accountant at the completion of each fiscal year in accordance with generally accepted accounting principles; and shall cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. These duties may be performed by a management company as the Association agent and overseen by the Treasurer.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Removal of Officers. Any officer may be removed from office, with or without cause, by a majority vote of the Board or by a majority vote of the Members of the Association. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy left by any officer may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the Director they replace. If no replacement is appointed by the Board, then the vacancy shall be filled at the next annual meeting, at which time a new Director shall be elected for a term of three (3) years.

Section 7. Compensation. Officer shall not receive compensation for any service they may render to the Association. However, Officers may be reimbursed for their actual expenses incurred in the performance of the duties upon approval by the Board.

Section 8. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to this article.

ARTICLE IX COMMITTEES

The Board of Directors may appoint other committees as deemed appropriate, from time to time, in carrying out a specific purpose to be determined by the Board.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

Section 1. Payment of Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, maintenance, special and violation assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear an interest rate not to exceed the highest rate allowed by

Pennsylvania law as computed from the date the delinquency first occurs, plus costs, and reasonable attorneys' fees, and shall be a charge on the land and will be a continuing lien upon the Lot against which each assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of their Lot.

Section 2. Increasing Annual Assessment. Members are to be given a fifteen (15) day notice by electronic or USPS mail of any intention to increase the annual assessment. If the Board shall deem an increase in the annual assessment to be more than a five percent (5%) increase over the current annual assessment in any given year, then the Board must first obtain the approval of seventy percent (70%) of the voting Members in attendance in person or by proxy at the Annual Meeting or other such meeting called for this purpose prior to the institution of the increase. Members must vote on any such increase in person or by proxy at the Annual Meeting or other such meeting called for this purpose.

Section 3. Late Payment Fee. If all or any part of the annual assessment fee, if being paid monthly, is not received by the end of each month, a \$25 late payment fee will be assessed on the first day of the month next following, and a similar \$25 late fee will be assessed for each and every month the monthly assessment fee, or any portion thereof, shall remain unpaid. Such late payment fee shall be in addition to, and not in lieu of, the interest due above. Payments of monthly assessments shall be applied first to late fees, interest and costs, if any, and then to the monthly assessment.

ARTICLE XII **AMENDMENTS**

Section 1. Amendments. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Control. In the case of any conflict between the Declaration of Covenants and these By-Laws, the Declaration shall control.

ARTICLE XIII **MISCELLANEOUS**

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except, that the first fiscal year shall begin on the date of incorporation.

(SIGNATURE LINES TO FOLLOW)

IN WITNESS WHEREOF, we, being all of the Directors of the LUXURY TOWN HOMES OF HUNTINGTON WOODS HOME OWNERS ASSOCIATION, have hereunto set our hands as of the date first above written.










