

BYLAWS
OF
ROYAL MANOR
CONDOMINIUM ASSOCIATION

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BYLAWS
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BYLAWS
ARTICLE I

Introductory Provisions

1.1. Applicability. These Bylaws provide for the governance of the Association pursuant to the requirements of Section 3306 of the Act with respect to the Condominium created by the recording of the Declaration in the Recorder's Office of Allegheny County in Deed Book Vol. _____ at Page _____.

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4. Office. The office of the Condominium, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

The Association

2.1. Composition. The Association is hereby organized on the date hereof as an unincorporated association. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these Bylaws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted

to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

2.2. Annual Meetings. A meeting of the Association shall be held annually with the first annual meeting to be held not more than one year after the date of the first closing of the sale of a Unit to an Owner other than the Declarant. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.3 of these Bylaws. Such other business may be transacted as may properly come before the meeting.

2.3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.4. Special Meetings.

a. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least thirty-three and one-third percent (33-1/3%) of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within 45 days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure pursuant to Section 5.7 below, such meeting shall be held within 15 days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

b. Within thirty days after conveyance of one-fourth (1/4) of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at

which the Unit Owners, excluding the Declarant as a Unit Owner, shall elect a member of the Executive Board. Upon the sixtieth day after conveyance of one-fourth (1/4) of the Units as described above, one of the three members of the Executive Board designated by the Declarant shall resign (such member to be selected by the Declarant) and the elected member shall act in the place and stead of the member resigning. Such successor member shall serve until the annual meeting of the Association following the meeting at which he was elected.

c. Within sixty days immediately preceding the date by which all Declarant appointed members of the Executive Board must resign pursuant to Section 10.1 of the Declaration, a special meeting of the Association shall be held at which the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect members of the Executive Board who will act in the place and stead of those members of the Executive Board designated by the Declarant who shall resign as of the time or date set forth in Section 10.1 of the Declaration. The successor member receiving the highest number of votes shall serve until the second annual meeting of the Association following the date of the election of the successor to the member elected pursuant to subparagraph b above, and the successor member receiving the next highest number of votes shall serve until the first annual meeting of the Association following the date of the election of the member elected pursuant to subparagraph b above.

d. Notwithstanding the provisions in Section 2.2, above, the Executive Board may, at its sole discretion, schedule the annual meeting to be held concurrently with a meeting required under subparagraph b. or c. above.

2.5. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual or regularly-scheduled meeting of the Association at least twenty but not more than sixty days, and of each special meeting of the Unit Owners at least ten but not more than forty-five days,

prior to such meeting, stating the time, place and purpose thereof. The notice of meeting shall be given in the manner provided in Section 8.1 of these Bylaws.

2.6. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight hours after the time for which the original meeting was called.

2.7. Voting. Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to each Unit Owner shall be the Percentage Interest assigned to his Unit in the Declaration. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement in accordance with the provisions of Section 3310(a) of the Act. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the owners of more than fifty percent (50%) of the aggregate Percentage Interests in the Condominium voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be

elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. Except as set forth in Section 2.4b, if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

2.8. Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one Person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of written notice of revocation from the grantor(s) of the proxy by the Person presiding over the meeting. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

2.9. Quorum. Except as set forth below, the presence in person or by proxy of Unit Owners of thirty-three and one-third percent (33-1/3%) or more of the aggregate Percentage Interests at the commencement of a meeting shall constitute a quorum at all meetings of the Unit Owners Association. If a meeting is adjourned pursuant to Section 2.6 above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast ten percent of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

2.10. Conduct of Meetings. The President (or in his absence, a vice-president) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of

Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President.

ARTICLE III

Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of three natural persons, all of whom shall be Unit Owners or designees of the Declarant.

3.2. Delegation of Powers; Managing Agent. [The Executive Board may employ for the Condominium a "Managing Agent" at a compensation established by the Executive Board.] The Managing Agent shall be a bona fide business enterprise, which manages residential communities with common areas and facilities. Such firm shall have a minimum of two years experience in real estate community management and shall employ persons possessing a high level of competence in the technical skills necessary to proper management of the Condominium. The Managing Agent must be able to advise the Executive Board regarding the administrative operation of the Condominium and shall employ personnel expert in the areas of condominium insurance, accounting and condominium regulation. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as an advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers:

a. To adopt the annual budget and any amendment thereto or to assess any Common Expenses;

b. to adopt, repeal or amend Rules and Regulations;

c. to designate signatories on Association bank accounts;

d. to borrow money on behalf of the Association;

e. to acquire and mortgage Units;

f. to designate Reserved Common Elements;

g. to allocate Limited Common Elements.

Any contract with the Managing Agent must provide that it may be terminated with cause on no more than sixty (60) days' written notice and without cause on no more than ninety (90) days' written notice. The term of any such contract may not exceed two years.

3.3. Election and Term of Office.

a. At the annual meetings of the Association, subject to Section 10.1 of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in subsections 2.4 b and c, and Section 3.5, hereof) shall be fixed at two years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors in accordance with the terms hereof or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

b. Persons qualified to be members of the Executive Board may be nominated for election only as follows:

(1) Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by

Unit Owners owning at least six units in the aggregate, together with a statement that the person nominated is willing to serve on the Executive Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting; and

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than two persons have been nominated by petition.

3.4. Removal or Resignation of Members of the Executive Board.

Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary at least thirty (30) days in advance of the meeting. Any member whose removal has been proposed by a Unit Owner shall be given at least ten days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 10.1 of the Declaration.

3.5. Vacancies. Except as set forth in Section 3.4 above with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining

members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum; provided, however, that upon receipt by the President or Secretary of the Association of a petition signed by the owners of eight Residential Units, the said President or Secretary shall schedule a special meeting of the Association, at which time the Unit Owners shall elect a new member of the Executive Board to fill the vacancy. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greater number of votes shall be elected for the longest term.

3.6. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting if a majority of the Executive Board members shall be present at such meeting.

3.7. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Executive Board, but such meetings shall be held at least once every four months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by hand delivery, first class mail postage prepaid (U.S. Postal Service) or telegraph, at least three business days prior to the day named for such meeting.

3.8. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three business days' notice to each member, given by hand delivery, first class mail postage prepaid (U.S. Postal Service) or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Executive Board.

3.9. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.10. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of telephone conference or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.11. Fidelity Bonds. As required by the Declaration, there shall be obtained fidelity bonds in an amount not less than the annual operating budget of the Unit Owners Association for all officers, members of the Executive Board and employees of the Unit Owners Association, including without limitation the Managing Agent, handling or responsible for Condominium funds. The premiums on such bonds shall constitute Common Expenses.

3.12. Compensation. No member of the Executive Board shall receive any compensation from the Condominium for acting as such.

3.13. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of

Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board when not in conflict with the Declaration, these Bylaws or the Act.

3.14. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

ARTICLE IV

Officers

4.1. Designation. The principal officers of the Unit Owners Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint one or more Vice Presidents, an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board.

4.2. Election of Officers. The officers of the Unit Owners Association shall be elected annually by the Executive Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Executive Board called for such purpose.

4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and shall have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the

Association. The President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act or if no Vice President has been appointed, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned to him by the Executive Board or by the President.

4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, shall maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, shall perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any Person, or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to Sections 3315(g), 3407(a) and 3407(b) of the Act and Section 5.11 below.

4.7. Treasurer. The Treasurer shall be responsible to cause the safekeeping of Association funds and securities, the keeping of full and accurate financial records and books of account showing all receipts and disbursements, the preparation of all required financial data, and be responsible to cause the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated or approved by the Executive Board and, in general, shall perform or cause to be performed all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of

\$2,000 shall be executed by any two officers of the Association. All such instruments for expenditures or obligations of \$2,000 or less may be executed by any one officer of the Association or by any other employee or the Managing Agent as designated by the Executive Board.

4.9. Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, that the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

ARTICLE V

Common Expenses; Budgets

5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year may begin upon the recordation of the Declaration or upon the conveyance of the first Unit to an Owner other than the Declarant.

5.2. Preparation and Approval of Budget.

5.2.1 On or before the date of conveyance of the first Unit to an Owner other than the Declarant, the Executive Board shall adopt a budget for the Association for the fiscal year beginning with such sale, taking into account all of the items used in preparing the annual budget described below. Thereafter, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements including those parts of the Limited Common elements as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the

rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.

5.2.2 On or before the next succeeding fifth day of November (or fifty-five days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt and send to each Unit Owner a copy of the budget in a reasonably itemized form setting forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owner's assessments for Common Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 5.7 below.

5.2.3 The Executive Board shall use its best efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

5.3. Assessment and Payment of Common Expenses.

5.3.1 Common Expenses. The Executive Board shall calculate the annual assessments for Common Expenses against each Unit by multiplying (a) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from sources other than Common Expense assessments and the operation of the Common Elements to which the Expenses pertain, by (b) the Percentage Interest (expressed in decimal form) allocated to such Unit. Each Unit Owner shall pay said annual assessments in twelve equal monthly installments which shall be determined by dividing the annual assessment by the number of calendar months in the fiscal year. Such assessments shall be deemed to have been adopted and assessed on an annual basis and payable in monthly installments, which installments shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within ninety days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner an itemized accounting

of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable in one or more assessments or installments as the Executive Board may determine.

5.3.2 Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit Owner's assessments, the Executive Board may at any time levy further assessments which shall be assessed against the Unit Owners according to their respective Percentage Interests, and shall be payable in one or more installments as the Executive Board may determine.

5.4. Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Sections 5.3.1 or 5.3.2 or otherwise as permitted or required by the Act, the Declaration and these Bylaws by a statement in writing giving the amount and reasons therefor, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment which is due more than ten days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of such monthly assessments or installments thereof. Such assessment shall be a lien as of the effective date as set forth in the preceding Section 5.3.1.

5.5. Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as is provided in Section 5.3.1 above.

5.6. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

5.7. Rejection of Budget. Anything herein to the contrary notwithstanding, the Association, by a ninety percent (90%) vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board, within thirty days after approval by the Executive Board.

5.8. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Executive Board against his Unit pursuant to the provisions of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit except to the extent he may continue to hold an interest in such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the selling Unit Owner for the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within eight days following a written request therefor to the Executive Board or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and, provided further that each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit subject only to those claims for unpaid assessments or charges against such Unit

of which it has notice and which accrue prior to the time such holder comes into possession thereof and which are not divested in accordance with Section 3315(b)(2) of the Act, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

5.9. Collection of Assessments. The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty days from the due date for payment thereof. Any assessment or installment thereof not paid within five days after its due date shall accrue a late charge in the amount of 5% of the overdue assessment or installment thereof for each month or part thereof that such assessment or installment remains unpaid in addition to interest at the rate of 15% per annum or such other rate as may be determined by the Executive Board accruing from the due date.

X 5.10. Accounts; Audits. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Executive Board.

5.11. Statement of Common Expenses. The Executive Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner along with penalties and interest payable thereon. To the extent permitted by the Act, the Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation.

ARTICLE VI

Compliance and Default

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration,

these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act, the Declaration, these Bylaws or any other applicable law, statute, ordinance or regulation, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

a. Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

b. Costs and Attorney's Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

c. No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and

Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

d. Abating and Enjoining Violations by Unit Owners. The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

e. Imposition of Fines. The Executive Board may impose fines upon Unit Owners for violation of the Declaration, Bylaws and Rules and Regulations by such Unit Owners or their tenants; provided, however, that no such fines may be imposed until such Unit Owners have been given notice thereof and an opportunity to be heard in conformity with a procedure to be promulgated by the Executive Board.

ARTICLE VII

Amendments

7.1. Amendments to Bylaws. These Bylaws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except

as otherwise expressly set forth herein or in the Act; provided, however, that until the date on which all Declarant-appointed Board members voluntarily resign or are required to resign pursuant to Article X of the Declaration, (i) Section 2.4 hereof, (ii) Section 3.3 hereof, (iii) Section 3.4 hereof, and (iv) this Section 7.1 may not be amended without the consent in writing of Declarant. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

7.2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights and interests of record holders of mortgages on Units. Such provisions in these Bylaws are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior written consent of such holders who have registered an address with the Secretary.

7.3. Amendments to the Declaration. Any two Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE VIII

Miscellaneous

8.1. Notices. Except as expressly provided in Sections 3.7 and 3.8 of these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (U.S. Postal Service) (or otherwise as the Act may permit), (i) if to a Unit Owner, at the single address which the Unit

Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Association or the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

8.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

8.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and the neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be duly executed and attested on behalf of the Unit Owners Association this ____ day of _____, 1982.

WITNESS:

ROYAL MOUNTAIN ASSOCIATES, a
Pennsylvania General Partnership

H L H Associates, a Penn-
sylvania Limited Partnership

By: _____
Herman D. Engelberg, General
Partner

By: _____
Louis Engelberg, General
Partner

By: _____
Howard Engelberg, General
Partner

ATTEST:

FORLAND LIMITED, INC., a Penn-
sylvania corporation

Secretary

By: _____
Rudy G. Klotz, President

CERTIFICATE

Signed this 26th day of Feb., 1992

ROYAL MANOR
CONDOMINIUM

[Signature]
BY: Jeffrey D. Pleta

Director of Condo. Mgt.
Title

Receipt of this Certificate and the accompanying documents is hereby acknowledged:

[Signature]

[Date]
Date .

CERTIFICATE

Signed this 26th day of Feb., 1992

Royal Manor
CONDOMINIUM

[Signature]
BY: Jeffrey D. Pleta

Director of Condo. Mgt.
Title

Receipt of this Certificate and the accompanying documents is hereby acknowledged:

George R. Wilson

April 16, 1992
Date

I hereby verify I/we have received all certificates required by Pennsylvania law, concerning the resale of condominiums from the management company.

(Real estate agent) (date)

(Real estate agent) (date)

John R. Nelson April 16, 1982
(Buyer) (Date)

ROYAL MANOR CONDOMINIUM
RULES AND REGULATIONS

The following rules and regulations were approved by the Royal Manor Condominium Council on July 18, 1984 and revised June 21, 1989. They are effective immediately. These rules and regulations supplement the Declaration and Code of Regulations, but supersede all previously adopted rules and regulations.

1. The driveways may be used only for emergency purposes and to pick up or drop off residents or visitors. The driveways must be kept clear for emergency vehicles at all times, and shall not be used for parking. No unattended vehicles may be left in the driveways for any length of time.
2. Sidewalks, doorways, hallways and stairways may not be used for any purpose other than passage to, from and within the premises. No obstacles, impediments or other things may be put or left in these areas.
3. Children may not be permitted to play in the lobbies, hallways, stairways or garages.
4. Each unit owner is liable for the cost of repair or replacement as a result of any damage to any common area caused by himself or herself, any resident of his or her unit, or any visitor to the unit. Each unit owner is also liable for the cost of repair or replacement as a result of any such damage caused by a condition or any other source within his or her unit.
5. There shall be no smoking in the lobbies, hallways or stairways.
6. Individual storage areas in the basement or on the residential floors may not be maintained in a condition that constitutes a fire hazard. Council may deny a storage area to anyone who violates this rule.
7. Garbage or trash may not be put or left in any common area other than the trash rooms on each floor of each building. All garbage must be securely wrapped or placed in closed or tied bags before being placed in the garbage cans or thrown down the trash chutes. No bottles, jars or other glass may be thrown down the trash chutes.

8. The laundry rooms and the sinks may not be used for any purpose other than laundering clothing, linen or other cloth items.
9. No person may be admitted to the buildings unless his or her identity is known to the person who admits him or her. Unit owners and residents may not give any key to any outside door to any person who is not a unit owner, a resident or an employee of a unit owner or a resident, or a regular visitor. Under no circumstances should outside doors be propped open!
10. Garbage disposals are not permitted and a fine of \$2/day will be imposed effective 7/1/89. No sweepings, trash, garbage, rags, debris or other items may be put in any drain or toilet.
11. Mops, rugs, clothing or other material may not be shaken or hung from any window, porch, balcony or exterior door.
12. The exterior surface of all curtains, draperies, blinds or other window coverings first hung or installed after August 1, 1984, should be of a neutral color, preferably white for uniformity.
13. Prior written approval from the Executive Board is required for the affixing of objects and painting to the outside of windows, doors and exterior walls by Unit Owners and written approval by the Executive Board is required for submission of plans for enclosure of a porch or improvements to a deck, porch or other Limited Common Elements by a Unit Owner.
14. Residents should be considerate of other occupants of the building. Televisions, stereos and musical instruments may not be played at abnormally high volumes or before 7:00 A.M. Exercise equipment and dishwashers may not be operated after 11:00 P.M. or before 7:00 A.M.
15. Eighty percent (80%) of the floor area of each room, other than the kitchen and bathrooms, of each unit shall be covered by padding and carpeting.
16. No animals, birds or other pets may be kept on the premises. Small animals may visit, but may not remain overnight. Visiting animals must be leashed or carried and shall not be permitted to move about the buildings or grounds, to disturb others, or to do damage to the property. Council may ban any animal from the premises if the animal has not been kept under control or has otherwise been in violation; fines may be imposed and or animal may be removed.

17. Waterbeds are permitted provided Board of Directors are supplied with evidence of Insurance coverage.
18. The garages may be used only to house and maintain vehicles for which spaces have been purchased. Only one vehicle may be housed in any space. Garage spaces may not be used for storage of property that is flammable or that interferes with the cleaning or maintenance of the garages. No obstructions or impediments may be put or left in the garages. No vehicle may be blocked from the space for which it is leased. Vehicles may not be washed or repaired in such place or in such manner as to interfere with the ingress or egress of other vehicles.
19. Garage doors must be kept closed at all times other than when a vehicle is entering or leaving. Doors should be closed immediately upon entry or departure.
20. Unit owners must pay their common charges for any month no later than the fifth (5th) of that month. There will be a \$20.00 late charge if not paid within thirty (30) days, \$40.00 if not paid within sixty (60) days and \$60.00 if not paid within ninety (90) days, etc.

In the event any unit owner has a garage space which is also due by the fifth (5th) of each month that is thirty (30) days past due, there will be a \$10.00 charge. The charge for sixty (60) days past due will be \$20.00, for ninety (90) days past due \$30.00, etc., etc.

21. Condominium employees may not perform work within individual units during regular working hours. Employees may perform such work on their own time. Compensation for such work is a matter to be determined by agreement between the unit owner or resident and the employee.
22. A Unit Owner may lease his Unit, in writing, for an initial term of not less than 90 days, provided a copy of the written lease is furnished to the Executive Board within ten (10) days after execution. Garage Units may not be leased for a term in excess of one year, provided, however, that such term may be renewed. All leases must provide that rights of all-lessees are subject to the provisions of the Governing Documents and a default thereunder constitutes a default under the lease.

RESIDENTIAL UNITS

<u>Identifying No.</u>	<u>Description</u>	<u>Unit Area (sq. ft.)*</u>	<u>Common Interest Percentage**</u>
100	3 bedroom, 2 bath, 2 balconies	1828	6.034%
101	1 bedroom, 1 bath, 1 balcony	677	2.623%
102	1 bedroom, 1 bath	598	2.316%
103	2 bedroom, 2 bath, 1 balcony	1030	3.991%
104	2 bedroom, 2 bath, 1 balcony	1082	4.193%
105	2 bedroom, 2 bath, 1 balcony	1030	3.991%
106	2 bedroom, 2 bath, 1 balcony	1082	4.193%
107	1 bedroom, 1 bath	598	2.316%
108	1 bedroom, 1 bath, 1 balcony	677	2.623%
200	3 bedroom, 2 bath, 2 balconies	1828	6.034%
201	1 bedroom, 1 bath, 1 balcony	677	2.623%
202	1 bedroom, 1 bath	598	2.316%
203	2 bedroom, 2 bath, 1 balcony	-1030	-3.991%
204	2 bedroom, 2 bath, 1 balcony	1082	4.193%
205	2 bedroom, 2 bath, 1 balcony	1030	3.991%
206	2 bedroom, 2 bath, 1 balcony	1082	4.193%
207	1 bedroom, 1 bath	598	2.316%
208	1 bedroom, 1 bath, 1 balcony	677	2.623%
300	3 bedroom, 2 bath, 2 balconies	1828	6.034%
301	1 bedroom, 1 bath, 1 balcony	-677	2.623%
302	1 bedroom, 1 bath	598	2.316%
303	2 bedroom, 2 bath, 1 balcony	1030	3.991%
304	2 bedroom, 2 bath, 1 balcony	1082	4.193%
305	2 bedroom, 2 bath, 1 balcony	1030	3.991%
306	2 bedroom, 2 bath, 1 balcony	1082	4.193%
307	1 bedroom, 1 bath	598	2.316%
308	1 bedroom, 1 bath, 1 balcony	677	2.623%
Total			96.84%

*Includes balcony area which may be part of unit or a limited common element appurtenant to unit.

GARAGE UNITS

<u>Identifying No.</u>	<u>Description</u>	<u>Common Interest Percentage**</u>
G1	Garage	.29%
G2	Garage	.29%
G3	Garage	.18%
G4	Garage	.18%
G5	Garage	.32%
G6	Garage	.29%
G7	Garage	.29%
G8	Garage	.18%
G9	Garage	.18%
G10	Garage	.32%
G11	Garage	.24%
G12	Garage	.20%
G13	Garage	.20%
Total		3.16%

EXHIBIT "C" - Declaration

**Common Interest Percentage computed in the following manner:

Common Interest Percentage allocable to all units: 100%

Common Interest Percentage allocable to all residential units: 96.84%

Common Interest Percentage allocable to all garage units: 3.16%

The Common Element Interest allocated to each residential unit has been determined in accordance with the following formula:

$$\frac{\text{approximate gross square feet in residential units}}{\text{approximate gross square feet in all residential units}} \times .9684 = \text{Percentage Interest allocated to residential unit}$$

The Common Element interest in each garage unit has been determined by comparing the relative floor area (square footage) and the value for marketing purposes of each garage unit with all garages and then multiplying the resulting fraction by 3.16%:

$$\frac{\text{floor area and marketing value of garage units}}{\text{floor area and marketing value of all garage units}} \times .0316 = \text{Percentage Interest allocated to garage unit}$$

EXHIBIT "C" (continued)