
BYLAWS
OF
TRADITIONS OF AMERICA AT SUMMER SEAT
HOMEOWNERS ASSOCIATION

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BYLAWS OF
TRADITIONS OF AMERICA AT SUMMER SEAT
HOMEOWNERS ASSOCIATION

ARTICLE I

Introductory Provisions

1.1 Applicability. These Bylaws provide for the governance of Traditions of America at Summer Seat Homeowners Association (herein the “Association”) pursuant to the Pennsylvania Uniform Planned Community Act (68 Pa.C.S. §5101, et seq.) (herein the “Act”) with respect to the Association created by the recording of the Declaration among the land records of Allegheny County, Pennsylvania.

1.2 Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in 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. Acquisition or occupancy of any Unit means that the owner or occupant has accepted and ratified these Bylaws, the Declaration and the Rules and Regulations and their amendments and supplements and will comply with them.

1.4 Office. The office of the Community, 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 created and acting pursuant to the Act. The Unit Owners’ Association of the Community shall be known as the “Traditions of America at Summer Seat Homeowners Association.” The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. A person shall automatically become a member of the Association when he or she acquires legal title to a Unit. A Unit Owner cannot resign from membership or transfer membership except appurtenant to transfer of title to his or her Unit. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member until satisfactory evidence of the recording of the instrument transferring title is presented to the Secretary. The Association shall have the responsibility of administering the Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Community 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, a Managing Agent or the Master Executive Board, if applicable, as more particularly set forth in the Declaration and these Bylaws.

2.2 Annual Meetings. The annual meetings of the Association shall be held in April of each year on such day as determined by the Executive Board. 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 (subject to Section 17.1 of the Declaration) and such other business as may properly come before the meeting may be transacted. At each annual meeting, the Treasurer shall present a financial report for the immediately preceding year.

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 President by Unit Owners entitled to cast at least 20% 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 13.10 of the Declaration, 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 sixty days after conveyance of 25% of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which one additional member of the Executive Board shall be elected by the Unit Owners excluding the Declarant. Such successor member shall serve until the earlier to occur of the second annual meeting of the Association following the meeting at which such member was elected or the election of a successor pursuant to subparagraph (d) below.

(c) Within sixty days after conveyance of 50% of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which another additional member of the Executive Board shall be elected by the Unit Owners excluding the Declarant. Such successor member shall serve until the earlier to occur of the second annual meeting of the Association following the meeting at which such member was elected or the election of a successor pursuant to subparagraph (d) below.

(d) Within sixty days immediately preceding the date by which all members of the Executive Board must resign pursuant to Section 17.1 of the Declaration, a special meeting of the Association shall be held at which all members of the Executive Board shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect five (5) successor members of the Executive Board. The three successor members receiving the highest number of votes shall serve until the second annual meeting of the Association following the meeting at which they are elected, and the two successor members receiving the next highest number of votes shall serve until the first annual meeting of the Association following the meeting at which they are elected. Thereafter, the term of all elected members of the Executive Board will be for two (2) years.

(e) Notwithstanding the foregoing, if any meeting required pursuant to subparagraphs (b), (c) and (d) above could be held on the date an annual meeting of the Association is scheduled, then such meeting shall be held concurrently with such annual meeting.

2.5 Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual or special meeting of the Association not less than ten but not more than sixty days in advance of any meeting, in the manner described in Section 7.1 of these Bylaws and stating the time, place and purpose thereof and such other information as required pursuant to the Act. The notice for a meeting at which one or more members of the Executive Board are to be elected shall include a description of the nominating process described in Section 3.3(b) below. The giving of a notice of meeting in the manner provided in this Section and Section 7.1 of these Bylaws shall be considered service of notice.

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. The number of votes in the Association to which each Owner is entitled shall be the votes assigned to his or her Unit in the Declaration. If the owner of a Unit is other than a natural person, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such Unit Owner pursuant to the Community Documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the Unit Owner for voting purposes. Where the ownership of a Unit is in more than one person, the natural 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 or the failure to execute and file such a certificate, 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 of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Except where execution by owners of a Unit in the same manner as a deed is required and subject to the provisions of the Declaration, wherever the approval or disapproval of a Unit Owner is required, such approval or disapproval shall be made only by the natural 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 Units holding more than fifty percent of the aggregate votes of those Unit Owners 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. 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. 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 2.4(b), 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. Voting may be accomplished at the discretion of the Executive Board at or after a meeting by written ballots to be deposited at such place and during such time (up to a maximum of 90 days) as determined by the Executive Board.

The Executive Board, in lieu of calling an Association meeting, may submit any question to a vote of the Association by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Unit Owners submitting the ballot has been verified on the ballot in accordance with procedures established by the Board. The Board shall appoint judges to tabulate the ballots. In order to conduct a ballot by mail for a question submitted to a vote of the Unit Owners, the Board shall serve a notice upon all Unit Owners which shall (i) state with specificity in terms of motions the questions upon which the vote is to be taken; (ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated by the motion(s) shall be effective. No actions contemplated by a question submitted to a ballot by mail shall be taken unless a majority of all votes in the Association submit ballots approving such action.

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, Posted Mortgagee or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein or a subsequent convening thereof after an adjournment and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked or void, in addition to situations set forth in the Act and in Section 2.1 above, only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy, or when the presiding officer receives written notice of the death or judicially declared incompetence of a grantor of such proxy. 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. Voting rights may be assigned to holders of Posted Mortgages as collateral for loans secured by such Posted Mortgages.

2.9 Quorum. Except as set forth below, the presence in person or by proxy of Unit Owners entitled to cast at least fifty (50%) percent of the votes in the Association at the commencement of a meeting shall constitute a quorum at all meetings of the Association. If a meeting is adjourned pursuant to Section 2.6 above, the quorum at any meeting subsequent to an adjournment shall be deemed present throughout any such meeting of the Association if persons entitled to cast at least thirty-three and one-third (33 1/3%) percent of the votes in the Association are present in person or by proxy at the beginning of the meeting.

2.10 Conduct of Meetings. The President (or in his or her 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 as prescribed by the President. In addition to the foregoing, all Association meeting attendees shall adhere to Article VIII of these Bylaws.

ARTICLE III

Executive Board

3.1 Number and Qualification. The affairs of the Association shall be governed by an Executive Board. Until the election described in Section 2.4(b), the Executive Board shall consist of three natural persons. Thereafter, until the election described in Section 2.4(c), the Executive Board shall consist of four natural persons. Thereafter, upon the end of Declarant Control, the Executive Board shall be composed of five natural persons, all of whom shall be at least 55 years of age and shall be Unit Owners, general partners, members or officers of a Unit Owner, a person who is a permanent resident of a Unit together with the Unit Owner or designees of the Declarant. To qualify as an office or executive board member, the Unit Owner's membership must be in good standing.

3.2 Delegation of Powers; Managing Agent.

(a) The Executive Board may employ for the Community a "Managing Agent" at a compensation established by the Executive Board. 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 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:

- Expenses;
- (1) to adopt the annual budget, any amendment thereto or to assess any Common
 - (2) to adopt, repeal or amend Rules and Regulations;
 - (3) to designate signatories on Association bank accounts;
 - (4) to borrow money on behalf of the Association;
 - (5) to acquire and mortgage Units;
 - (6) to designate Reserved Common Elements.

(b) Subject to Article XXII of the Declaration, the Board shall establish an Architectural Committee by resolution adopted by the Board, and shall establish one or more committees which may, but need not include, one or more Board members. Any such committee, to the extent provided in the resolution of the Board or in the Declaration or these Bylaws, shall have and may exercise

all of the powers and authority of the Executive Board, except that no such committee shall have any power or authority as to the following other than on an advisory basis to the Board:

- (1) The submissions to Unit Owners of any action required to be submitted to the Unit Owners for their approval;
- (2) The filling of vacancies in the Board;
- (3) The adoption, amendment or repeal of Bylaws, Rules and Regulations and/or the Declaration;
- (4) The amendment or repeal of any resolution of the Board; or
- (5) Action on matters committed by the Bylaws or resolution of the Board to another committee of the Board.

Each committee of the Board shall serve at the pleasure of the Board, and its members shall be indemnified from liability to the extent afforded the members of the Board pursuant to Article XVI of the Declaration.

The Architectural Committee shall consist of at least three (3) persons appointed by the Board, all of whom shall be Unit Owners and all, any or none of them may be Board members.

3.3 Election and Term of Office.

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

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

(1) Any Unit Owner may submit to the Secretary at least ten (10) days before the meeting at which the election is to be held a nominating petition signed by at least ten other Unit Owners, 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; 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.

(c) Voting for election to the Executive Board shall be by secret, written ballot.

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 of the 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. 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 or her Unit. Declarant shall have the right to remove and replace any or all members appointed by the Declarant at any time and from time to time until the required resignation date specified in Section 17.1 of the Declaration.

3.5 Vacancies. Except as set forth in Section 3.4 above with respect to members appointed by the 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, if there are persons willing to serve, 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. Each person so elected shall be a member of the Executive Board until a successor shall be elected at the next annual meeting of the Association to serve the balance of the term of the vacancy. In the case of multiple vacancies, the member receiving the greatest 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 or she 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, providing a majority of the whole Executive Board 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, but such meetings shall be held at least once every six months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail, personal delivery, telecopy or e-mail, 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 as set forth above, 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 any member 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

or her 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, any member 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. Each member of the Executive Board shall be entitled to cast one vote. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can recognize and hear each other.

3.11 Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any reasonable and actual expenses incurred in the performance of his duties.

3.12 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. Unit Owners who are not Board members shall have right to attend Executive Board meetings unless the Board decides otherwise and any such Unit Owner may be asked to leave at any time. In addition to the foregoing, all Executive Board meeting attendees shall adhere to Article VIII of these Bylaws.

3.13 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 a majority of 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.

3.14 Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation firm, or association in which one or more of the Executive Board members of the Association are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board or a committee thereof which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board or committee and is noted in the minutes thereof, and the Executive Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members; or

(b) The Contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.15 Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.14 hereof.

ARTICLE IV

Officers

4.1 Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the 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 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 have all of the general powers and duties which are incident to the office of president of a stock 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 or her 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 or she 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, 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 imposed upon him or her by the Executive Board or by the President. The Vice President shall cease holding such office at such time as he or she ceases to be a member of the Executive Board.

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; maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgagees on any Units hereunder shall be delivered; and, in general, perform all the duties incident to the office of secretary of a stock 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 the Act.

4.7 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for 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 by the Executive Board; and, in general, perform all the duties incident to the office of treasurer of a stock 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 \$5,000 Constant Dollars shall be executed by any two officers of the Association. All such instruments for expenditures or obligations of \$5,000 Constant Dollars or less may be executed by any one officer of the Association.

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, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

ARTICLE V

Compliance and Default

5.1 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 and at law or in equity, 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) Costs and Attorney's Fees. In any proceedings 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.

(b) 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 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.

(c) Abating and Enjoining Violations by Unit Owners. The violation of any of the 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 thing or condition (other than alteration or demolition of items of construction) 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, including, without limitation, requiring the alteration or demolition of items of construction.

ARTICLE VI

Amendments

6.1 Amendments to Bylaws. Subject to limitations, if any, and the right of Declarant to convert Convertible Real Estate as set forth in the Declaration, 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, if any amendment would have a material effect upon any of the rights, privileges, powers and options of the Declarant, such amendment shall require the written approval of the Declarant. Additionally, if any amendment is necessary in the judgment of the Executive Board to: (i) 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; or (ii) to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to community projects; or (iii) to comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the Community or the Association, 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.

6.2 Amendments to the Declaration. Any officer or Executive Board member of the Association may prepare, execute, certify and record duly adopted amendments to the Declaration on behalf of the Association.

6.3 Veto. Notwithstanding the foregoing, pursuant to Section 17.3 of the Declaration, the Declarant shall have the right to veto any and all actions of the Executive Board regarding any

amendments which may have any direct or indirect detrimental impact upon the Declarant as may be determined in the sole discretion of the Declarant.

ARTICLE VII

Miscellaneous

7.1 Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or two (2) business days after mailing if sent by registered or certified mail, return receipt requested, postage prepaid (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 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.

7.2 Books and Records. Upon written request to the Secretary of the Association, Unit Owners, their authorized agents, Posted Mortgagees and servicers, insurers and guarantors of Posted Mortgages shall have the right to inspect current copies of the Declaration, bylaws, rules and regulations, books, records and financial statements of the Community and the Association, only in the offices of the Association or its Managing Agent during normal business hours or at other reasonable times, so long such request is not for pecuniary gain or commercial solicitation. Books and records may be withheld from examination or copying by Unit Owners if such books and records concern:

- (i) Personnel matters relating to specific, identified persons or a person's medical records;
- (ii) Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;
- (iii) Pending or probable litigation;
- (iv) Matters involving state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Community Documents;
- (v) Communications with legal counsel which relate to the foregoing or which are protected by the attorney-client privilege or the attorney work product doctrine;
- (vi) Disclosure of information in violation of law;
- (vii) Meeting minutes or other confidential records of an executive session of the Executive Committee;

- (viii) Materials for consideration by the Executive Committee in executive session; or
- (ix) Individual Unit Owners or member files, other than those of the requesting Unit Owner.

7.3 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.

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

ARTICLE VIII

Conduct at Meetings

8.1 Code of Conduct. The Association conducts one annual meeting of Unit Owners, regular meetings of the Executive Board and special meetings as necessary. It is necessary for the efficient and effective transaction of Association business at these meetings that all Unit Owners conduct themselves in a businesslike, ethical and appropriate manner that serves the best interests of the Association as a whole. To that end, all Unit Owners are required to adhere to the following rules at all such meetings. The Association shall have the authority to enforce these rules using any means available under the Community Documents or state law. The rules are as follows:

- (a) Attendees shall maintain decorum, sit quietly, and refrain from speaking until recognized by the meeting chair. During delivery of reports, attendees shall hold all questions until the reports are finished, then raise their hands and wait to be recognized before speaking.
- (b) Attendees shall not interrupt anyone who has the floor, or disrupt the meeting in any other way.
- (c) When speaking, attendees shall abide by time limits set by the meeting chair for comment.
- (d) Attendees shall refrain from engaging in personal oral attacks on either Board members or Unit Owners.
- (e) Attendees shall refrain from using names of other attendees when speaking and shall address all remarks to the meeting chair.
- (f) Attendees shall confine their comments to things germane to the agenda item being discussed.
- (g) Attendees shall not speak for a second time until everyone who wants to speak has been give a chance to speak once.

(h) Attendees shall not speak more than twice on any one issue, subject to the discretion of the meeting chair.

(i) Attendees shall obey all orders made by the meeting chair, including an order to step down.

(j) Attendees shall at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language.

ADOPTED this _____ day of _____, 20__ by the first members of the Executive Board.

