

TIMBERIDGE CONDOMINIUM

ASSOCIATION

AMENDED & RESTATED

BY-LAWS

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BY-LAWS  
OF THE  
TIMBERIDGE CONDOMINIUM ASSOCIATION

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Section I - Applicable Statute

These By-Laws are adopted January 25, 1995 to replace By-Laws adopted December 27,1984 adopted pursuant to the Pennsylvania Uniform Condominium Act, (“Act”) and applied to the Timberidge Condominium Association (Condominium), located in Bethel Park Borough, Allegheny County, Pennsylvania, as more fully described in the Declaration of Condominium record in the Office of the Recorder of Allegheny County, Pennsylvania

(1) Definition - Unless the context clearly indicates otherwise, the words and phrases contained herein shall have the same meanings as in the Declaration of Condominium for the Timberidge Condominium Association. Other terms as used herein shall be (unless otherwise expressly provided or unless the context hereof requires) otherwise defined in accordance with the Act.

(2) Administration of the Property - The administration of the Condominium and the operation, regulation and management of the Association shall be governed by the Declaration, the Act, these Bylaws and any Rules and Regulations which may be adopted by the Executive Board, as they may be amended.

(3) Persons Bound - All present and future Unit Owners, Residents of Units, mortgagees and their agents and employees, and any other person who or which may occupy a Unit or utilize the facilities of the Condominium are subject to and bound by the provisions of the Declaration, the Act, these By-Laws and any Rules and Regulations adopted pursuant thereto.

Section II - Unit Owners Association

(1) Unit Owners Association - All Persons owning units in the Condominium shall be members of the Association.

(2) Name - The name in which the contracts shall be entered into, title to property shall be acquired, held and disposed of, bank accounts shall be opened, and suits shall be brought and defended by the Executive Board on behalf of the Association is: “Timberidge Condominium Association, an unincorporated association of Unit Owners created pursuant to the Pennsylvania Uniform Condominium Act”.

Section III - Meetings of Unit Owners

(1) Annual Meetings - Annual meetings shall be held in the same month of each year as determined by the Executive Board. At each annual meeting the Unit Owners shall elect members of the Executive Board, and may transact such other business as may properly come before the meeting.

(2) Special Meetings - 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 of more than twenty-five (25%) percent of the Units. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(3) Notice of Meetings - The Secretary shall give notice of each annual and each special meeting of the Association to all Unit Owners, not less than twenty (20) days or more than sixty (60) days prior to the meeting date. The notice shall specify the time and place of the meeting and in the case of each special meeting shall include the purpose thereof. All notices shall be hand delivered or sent by United States mail, postage pre-paid and shall state the time and place of the meeting and the items in the agenda.

(4) Place of Meeting - Meetings of the Association shall be held at the Condominium or at such suitable place in, or close to, Bethel Park Borough, Allegheny County, Pennsylvania, as may be fixed by the Executive Board.

(5) Voting - Voting at all meetings of the Association shall be on the basis of one vote for each Unit, as set forth in the Declaration.

(6) Multiple Ownership - Where the ownership of a Unit is divided among two (2) or more persons the person entitled to cast the vote of such Unit shall be named in a certificate executed by all of the owners of such Unit and filed with the Secretary of the Association. In the absence of such a certification, any Unit Owner present at the meeting shall be entitled to cast the vote of such Unit. If more than one of the Owners is present, then such vote shall be cast only in accordance with the unanimous agreement of the Owners of the Unit as transmitted to the Secretary of the Association. There shall be deemed to be unanimous agreement if any one of the Unit Owners casts the vote allocated to the Unit without protest being made promptly by one of the co-owners to the person presiding over the meeting. Any such certificate shall be valid until revoked by

Section III - (6) Multiple Ownership - continued

written notice to the Association. Subject to the requirements of the Act, whenever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the person or persons entitled to cast the vote allocated to such Unit at meetings of the Association.

(7) Miscellaneous - No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

(8) Majority - The casting of votes by Unit Owners in person or by proxy at a duly convened meeting of the Association at which a quorum is present is required for the adoption of decisions and resolutions and for the approval of actions. The acts of a majority of such Unit Owners shall be the acts of the Association and shall be binding upon all the Unit Owners, except where the Act or the Declaration require a percentage greater than a majority of the Unit Owners.

(9) Procedures - The procedures to be followed in the casting of votes and other election mechanics shall be established by the Executive Board and shall be made a part of the Rules and Regulations.

(10) Quorum - The presence at a meeting of the Association in person or by proxy of persons having the right to cast no less than fifty-one (51%) percent of the votes allocated to all Units shall constitute a quorum. If less than a quorum is present at any meeting, a majority of the Unit Owners present in person or by proxy may adjourn the meeting to another time and place. At any adjourned meeting attended by a quorum any business may be transacted which could have been transacted at the meeting originally called without further notice.

(11) Proxies - A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner to another Unit Owner, or to a Mortgagee. Proxies shall be executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Association Secretary prior to the time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Association Secretary of written notice of revocation from the grantor of the proxy. In no event shall a proxy be valid for a period in excess of one (1) year. A proxy is void if it is not dated or if it purports to be revocable without notice.



Section IV - Executive Board

(1) Number and Qualifications - The business, operation and affairs of the Condominium and of the Association shall be managed on behalf of the Unit Owners and the Association by an Executive Board consisting of five (5) natural persons, all of whom shall be Unit Owners.

(2) Powers and Duties - Subject only to the provisions of the Act and the Declaration, the Executive Board shall have all the power and authority necessary to administer and manage the business, operation and affairs of the Condominium and of the Association. The Executive Board shall have the powers and duties to:

(a) Adopt and amend rules and regulations governing the use of the Condominium;

(b) Adopt and amend budgets for revenues, expenditures and reserves and collect regular and special assessments for common expenses from Unit Owners;

(c) Hire and terminate managing agents and other employees, agents, attorneys, accountants and other independent contractors;

(d) Institute, defend or intervene in litigation or administrative proceedings in its own name or on behalf of two or more Unit Owners on matters affecting the Condominium;

(e) Make contracts and incur liabilities;

(f) Regulate the use, maintenance, repair, replacement and modification of Common Elements;

(g) Cause additional improvements to be made a part of the Common Elements;

(h) Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property;

(i) Grant easements, leases, licenses and concessions through or over the Common Elements;

Section IV - (2) Powers and Duties - continued

(j) Impose and receive any fees or charges for the use, rental or operation of the Common Elements;

(k) Impose charges for late payment of assessments and; after notice and an opportunity to be heard, levy reasonable fines not to exceed Twenty-Five (\$25.00) Dollars per day for a violation or violations of the Declaration, By-Laws and Rules and Regulations;

(l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments;

(m) Provide for the indemnification of Association officers and Executive Board Members and maintain directors' and officers' liability insurance;

(n) Make a final determination of any claim by a Unit Owner as to the invalidity of any charge or assessment allocated against the Unit Owner;

(o) Establish a reserve for working capital, contingency and replacement reserves to make up any deficit in the Common Expenses for any prior year and designate an agent for the purpose of collecting these assessments and the Common Expense Charges and for the purpose of making disbursements thereunder;

(p) Open bank accounts on behalf of the Association and designate the signatories required therefore;

(q) Make repairs, additions and improvements to or alterations to the Condominium and repairs to or restore the Condominium after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(r) Appoint Committees composed of Unit Owners, which shall: (i) upon request of the Executive Board, undertake reviews of issues or proposals and make recommendations to the Executive Board, and (ii) act for the Executive Board within parameters as defined in writing by the Executive Board.

Section IV - Executive Board – continued

(3) Delegation of Duties by the Executive Board of the Association - The Executive Board or officers of the Association may delegate only ministerial duties to a managing agent or to other persons.

(4) Election and Term of Office -

(a) At the annual meeting after adopting these By-Laws there shall be elected three (3) members of the Executive Board for a term of one (1) year each. In addition, two (2) members of the Executive Board shall be elected for terms of two (2) years each.

(b) At subsequent Annual Meetings, Executive Board members shall be elected for two (2) year terms, such that the Executive Board shall be composed of five (5) members at all times.

(c) A Unit Owner may serve as an Executive Board member for only two (2) consecutive terms. Former Executive Board members may be re-nominated, and if elected, serve on the Executive Board after an absence from the Board of one (1) term or two (2) consecutive years. If there are multiple owners of a single unit, only one of the multiple owners shall be eligible to serve as a member of the Executive Board at any one time.

(d) At any vote for membership on the Executive Board, each Unit Owner shall be entitled to vote in accordance with Section III (5) hereof for each vacancy to be filled.

(e) In the filling of a vacancy on the Executive Board, any Unit Owner may be nominated. If more than ten (10) candidates are nominated there shall be two (2) ballots. The first ballot shall reduce of candidates to twice the number of vacancies. In the second ballot those candidates the number receiving the greatest number of votes shall be elected for as many vacancies as there are to be filled. If there are ten (10) or less candidates nominated, then there shall be one (1) ballot and the candidates receiving the greatest number of votes shall serve on the Executive Board.

(5) Removal of Members from the Executive Board - At any annual or special meeting of the Association, one or more Members of the Executive Board may be removed with or without cause by a majority of the votes of all Unit Owners and a successor shall be elected immediately by the Unit Owners to fill the vacancy. Any

Section IV - Executive Board - continued

member of the Executive Board whose removal had been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

(6) Executive Board Vacancies - Vacancies in the Executive Board caused by any reason except removals in accordance with Section IV above, shall be filled by a majority of the votes of the remaining members of the Executive Board at a regular or at a special meeting of the Executive Board held for that purpose, promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Executive Board for the remainder of the term being filled until his successor shall be elected.

(7) Meetings of the Executive Board: Notice - 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 at least two (2) meetings shall be held each year. Notice of regular meetings of the Executive Board shall be given to each member of the Executive Board at least three (3) business days before the meeting by mail or by hand delivery. Special meetings of the Executive Board shall be called by the President or the Secretary in like manner and on like notice or the written request of at least three (3) members of the Executive Board. Any member of the Executive Board may, at any time, waive notice of any meeting of the Executive Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a member of the Executive Board at any meeting shall constitute a waiver of the time and place thereof.

(8) Quorum of the Executive Board - At meetings of the Executive Board, a majority vote of the members thereof shall constitute a valid action of the Executive Board. If, at any meeting of the Executive Board at which there shall be less than a quorum of three (3) members present, the meeting shall be adjourned to a new date. At any such reconvened meeting, at which a quorum is present, any business which may have been transacted at the adjourned meeting may be then transacted without further notice.

(9) Place of Meetings - Meetings of the Executive Board shall be held in, or close to, Bethel Park Borough, Allegheny County, Pennsylvania, at such a place as the Executive Board may determine.

Section IV - (10) Effect of Presence at Meetings - continued

(10) Effect of Presence at Meetings - Any member of the Executive Board present at any meeting thereof shall be deemed to have assented to any action taken at such meeting unless such member's dissent is entered in the minutes of the meeting or unless such member files a written dissent with the Secretary at or immediately following the adjournment of the meeting, provided that no member may dissent from any action for which such member voted at the meeting. In the absence of a meeting, unanimous consent in writing by all members of the Executive Board shall be deemed to be official action duly taken.

(11) Election, Duties, etc. of Officers - Officers of the Executive Board shall be elected by the Executive Board and shall have duties in accordance with the following: At the meeting of the Executive Board following each Annual Meeting of the Association, the Executive Board shall elect a President, a Vice-President, a Treasurer and Secretary. All officers and members of the Executive Board having the responsibility for handling funds of the Association are to be bonded, at the expense of the Association in such amounts as may be required by the Executive Board. The Executive Board may also designate an assistant secretary or assistant treasurer, who need not be Board Members. The Offices of President and Secretary shall not be filled concurrently by the same person.

(12) Term - The Officers shall serve until the next meeting of the Executive Board following the annual organization Meeting and until their successors are elected.

(13) Vacancies Officers - A vacancy in any office by reason of death, resignation, removal or otherwise, shall be promptly filled by the Executive Board

(14) President - The President shall be the chief executive officer of the Association, shall preside at all meetings of the Association and of the Executive Board and shall have all powers and duties customarily vested in chief executive officers, including the power to appoint special or standing committees, with the consent of the Executive Board. Such committee shall report to the Executive Board.

(15) Vice President - The Vice-President shall act on the President's behalf if the President is absent or unable to serve.

(16) Treasurer - The Treasurer shall be the chief financial officer of the Association and have charge and custody of the funds of the Association. The Treasurer shall assure that detailed books and records of all assets, liabilities, receipts and

Section IV - (16) Treasurer - continued

expenditures of the Executive Board and of the Association, including without limitation, expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement expenses of the Common Elements and any other expenses incurred are kept. The Treasurer shall assure that an accurate record of Common Expenses assessed by the Executive Board against the Units and of the payment thereof is kept. The Treasurer shall oversee the deposit of the funds of the Association in the name of the Association in such depositories as the Executive Board shall designate, and shall render to the Executive Board on request, an accounting of all transactions and of the financial condition of the association and in general shall have the powers and duties customarily vested in chief financial officers.

(17) Secretary - The Secretary shall be responsible for the giving of requisite notices and for keeping the minutes of all meetings of the Association and of the Executive Board. The Secretary shall maintain records containing the calls, notices, waivers of notice and minutes of all meetings of the Association and of the Executive Board, all proxies and shall maintain the voting list required by these bylaws and a list of all addresses submitted for notice purposes. The Secretary shall prepare, certify and record amendments to the Declaration on behalf of the Association. The Secretary shall be the custodian of all the books and records of the Association other than those placed in the custody of the Treasurer and, in general, shall have the powers and duties customarily vested in corporate secretaries.

(18) Compensation - No officer or assistant officer of the Association shall be compensated for acting as such, but may be reimbursed for out-of-pocket expenses, except that the Secretary and/or Treasurer may be compensated for their services if the Executive Board determines that such compensation is appropriate.

(19) Execution of Instruments - No agreement, check or other instrument, including Amendments to the Declaration, shall be binding upon the Association unless entered into on behalf of the Association and executed by: (1) two (2) officers of the Association pursuant to a resolution of the Executive Board; (2) or by the Managing Agent pursuant to a resolution of the Executive Board.

Section V - (1) Liability and Indemnification

(1) Liability of Executive Board and Officers - The members of the Executive Board and Officers of the Association shall not be liable to the Unit Owners for any mistake of judgment negligence or otherwise, except for their own individual willful misconduct or bad faith. The members of the Executive Board shall have no personal liability with respect to any contract made by them on behalf of the Association except as Unit Owners. The liability of any Unit Owner arising out of any contract made by the Executive Board shall be limited to such proportion of the total liability thereunder as his interest in the common Elements bears to the interest of all the Unit Owners in the Common Elements. At the option of the Executive Board, agreements made by the Executive Board on behalf of the Association may provide that the members of the Executive Board are acting only as agent for the Association and that the members of the Executive Board shall have no personal liability thereunder except as Unit Owners and that each Unit Owner's Liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

(2) Indemnification - The Association and/or the Unit Owners shall indemnify, protect and hold harmless any member of the Executive Board or officer of the Association, subject however to Section 3303 of the Act, from and against any and all personal liability, and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners or any other persons or entities, to which such member of the Executive Board or officer shall be made a party. In the event that such liability or expense shall be attributable to his willful misconduct, gross negligence, the foregoing shall be inapplicable. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board Member or officer may be entitled as a matter of law, agreement or vote or Unit Owners or of the Executive Board, or otherwise. The indemnification by the Association shall be paid by the Executive Board and shall constitute a Common Expense.

(3) Purchase of Liability Insurance - The Association shall purchase and maintain insurance on any present or former member of the Executive Board or officer of the Association for any liability asserted against him and incurred by him in any such capacity or arising out of his status whether or not the Association would have authority to indemnify him for such liability under such provisions of this Section.

(4) Fidelity Bonds - The Association shall purchase and maintain fidelity bonds for all Executive Board Members, officers and employees of the Association responsible for Association funds. The form and amounts of such fidelity bonds shall be determined by the Executive Board.

Section VI - Common Expenses – Assessments

(1) Fiscal Year - The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

(2) Determination of Common Expenses - The Executive Board shall adopt an annual budget for such fiscal year not less than forty five (45) days before the beginning of each fiscal year of the Association. The annual budget shall contain an amount estimated to be necessary to pay all Common Expenses of the Association, including all costs of operation of the Condominium and reasonable amounts for working capital, general operating reserves and reserves of contingencies and replacements. In preparing this budget, the Executive Board shall consider any surplus funds estimated to be available from the current year and credit such surplus funds to the Unit Owners to reduce their respective future Common Expense Assessments or, at the discretion of the Executive Board, such funds shall be credited to the reserves for contingencies and replacements to reduce the need for future Special Assessments. Such budget shall constitute the basis for determining each Unit Owners Assessment for Common Expenses, subject to Section 3303 of the Act.

(3) Revision of the Annual Budget - The Executive Board may make revisions to the budget and the Assessments as it determines appropriate.

(4) Delivery of Budgets - A copy of each annual budget shall be delivered to each Unit Owner not less than thirty (30) days prior to the beginning of each fiscal year. A copy of all revisions of the annual budget shall be delivered to each Unit Owner within fifteen (15) days after adoption by the Executive Board. All such budgets shall set forth in reasonably detailed form a breakdown of the Common Expenses of the Association and the Assessment for each Unit Owner.

(5) Assessment and Payment of Common Expenses - Promptly following such determination of the Common Expense or revision thereto, the Executive Board shall assess against each Unit Owner his share of the Common Expenses. A Unit Owner's obligation to pay Assessments under this Section shall not abate due to any interruption in the Unit Owner's occupancy of his Unit or access to the Common Elements.

(6) Special Assessments - The Executive Board may levy a Special Assessment for extraordinary expenditures at any time against each Unit Owner in proportion to their Percentage Interests which is payable in a lump sum or as the



Section VI - (6) Special Assessments - continued

Executive Board may determine. The Executive Board shall give each Unit Owner notice of such Special Assessment which shall, unless otherwise specified in the notice, become payable with the next monthly common Expense Assessment which is due no more than ten (10) days after delivery of such notice of Special Assessment.

(7) Personal Liability - All sums duly assessed or fines and charges duly imposed against any Unit pursuant to the Declaration, these By-Laws or the Rules and Regulations, if any, shall constitute the personal liability of the Owner of the Unit so assessed or charged.

(8) Interest - Any Assessment or installment thereof or any fine or charge (not to include the Condominium Fee or Assessment) not paid when due shall bear interest at the rate of fifteen (15%) percent per year.

(9) Lien for Assessments - The Association shall have a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due, together with any interest payable pursuant hereto. The Association's lien may be foreclosed in like manner as a mortgage on real estate. If an Assessment is payable in installments, the full amount of the assessment becomes effective as a lien from the time the first installment thereof becomes due. In accordance with the provisions of Section 3315 of the Act, such lien shall be proof to all other liens and encumbrances on a Unit except:

(a) Liens and encumbrances recorded before the recordation of the Declaration.

(b) Mortgages and deeds of trust on the Unit securing first mortgage holders and recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

(c) Liens for real estate taxes and other governmental assessments or charges against the Unit. Recording of the Declaration for the Condominium shall constitute record notice and perfection of such lien.

Notwithstanding anything to the contrary contained herein and to the extent permitted by the Act, the lien for any annual assessment is hereby subordinated in time, lien and priority to any first lien mortgage of a Mortgagee.

Section VI - (10) Collection of Delinquent Assessments - continued

(10) Collection of Delinquent Assessments: The Executive Board shall take prompt action to collect Assessments for Common Expenses or any installment thereof, together with accrued interest, which remain unpaid for thirty (30) days after the date on which payment of such Assessment or installment thereof became due. Any such delinquent assessment together with any accrued interest may be enforced by suit of the Executive Board acting on behalf of the Association. The delinquent Unit Owner and others liable for payment of assessments and interest thereon shall pay and the Executive Board shall be entitled to collect (from the sale of the Unit, or otherwise) the amount of the Assessment and the interest as well as: (i) all expenses of the Executive Board, including reasonable attorney's fees, proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its charges against the Unit, which expenses and amounts, together with Accrued interest, shall be deemed to constitute part of the delinquent Assessment and shall be collectible as such.

(11) Statement of Unpaid Assessments - The Executive Board shall furnish to a Unit Owner upon the Owner's written request a recordable statement setting forth the items specified in Section 3407 of the Act, including the amount of unpaid Assessments currently levied against his Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

(12) Date of Commencement of Monthly Assessments: Due Dates - Written notice of the annual assessments shall be sent to every Unit Owner. The due dates shall be established by the Executive Board, and, unless the Executive Board otherwise provides, one twelfth (1/12) of the annual Assessment shall be due on the first day of each month.

Section VII - Use and Maintenance of the Property

(1) Use of the Property - The use of the Units and of the Common Elements shall be only in accordance with the provisions of (i) the Act, the Declaration, the Plats and Plans, these By-Laws and the Rules and Regulations, if any; (ii) all other applicable provisions of law, and of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) any covenants, conditions and restrictions of any Unit; and (iv) the Declaration of Covenants; Conditions and Restriction. No Person shall create a nuisance on the Property or engage in any use or practice which unreasonably interferes with the peaceful possession or proper use of any of the units or of the Common Elements.

Section VII - (1) Use of the Property – continued

No Unit Owner shall without prior written consent of the Executive Board (i) make any installation which extends beyond the physical limits of his unit into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or (iii) except as permitted by the Executive Board, place any sign, notice, advertisement or the like on any part of the Condominium which is visible from outside of such Unit. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Condominium or any part thereof, or impair any easement or hereditament without the unanimous consent of the Unit Owners affected thereby.

(2) Responsibility for Maintenance of Units - Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of all property and fixtures within his Unit including such maintenance, repairs and replacements as may be required of the central air conditioning and heating systems and the plumbing within the Unit. The bringing of water, gas and electricity and other utility services to the Unit shall be furnished as part of the Common Expense. Each Unit Owner shall also be responsible for the maintenance and repair of all windows of his Unit, all doors, including exterior doors. Windows and doors shall be replaced in a manner consistent with the uniform appearance of the exterior of the Building. In order to maintain the consistency of the exterior, street side, appearance of the community, the Association will undertake the painting of exterior, street side, doors as part of the Common Expense.

(3) Maintenance of Common Elements and Limited Common Elements - Maintenance, repairs and replacements of the Common Elements and Limited Common Elements shall be furnished by the Association as part of the Common Expenses.

(4) Damage by Negligent Acts - If, due to the negligent act or omission of a Unit Owner, or a Resident, or of a member of a family or household pet or of a guest or invitee or other authorized occupant or visitor of such Unit Owner or Resident, damage shall be caused to the Common Elements or to a Unit or Units owned by others, for which maintenance, repairs and replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for the damage, repair and replacement, as may be determined by the Executive Board.

Section VII - Use and Maintenance of the Property – continued

(5) Decorating and Maintenance of Units - Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decoration after the original paint and floor covering. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of his Units. Each Unit Owner shall maintain the interior surfaces in good condition at his sole expense. Each Unit Owner shall have the right to decorate such interior surfaces as he may see fit and at his sole expense. The surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. Decorating of the Common Elements and any re-decorating of Units to the extent made necessary by any damage due to work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.

(6) Condition of Property - The Executive Board shall establish Rules and Regulations in order to promote the integrity of the community (eg, the Architectural & Exterior Appearance Guidelines, Pet Rules, Parking and Traffic Rules, Landscaping Guidelines, etc.)

(7) Increase in Insurance Cost - No Unit Owner or Resident shall use his Unit or the Common Elements in a manner so as to cause an increase in the cost of insurance maintained by the Executive Board on the Condominium. Any Unit Owner responsible for such an increase shall be liable to the Executive Board for any such increase resulting from the use of his Unit or of the Common Elements.

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

Section VII - (8) Right to Access to Unit: Costs - continued

which access is taken, the Unit Owner is responsible for the damage if the action is taken to cure a violation; otherwise the cost of repair of such damage shall be a Common Expense.

(9) Additions, Alterations of Improvements to Units - No additions, alterations, or improvements may be made to any Unit which might affect the structural integrity of the Building. No structural additions, alterations or improvements may be made to any Unit without the prior written approval of the Executive Board, which shall not be withheld unreasonably. If the change as approved will result in rendering the description of that Unit as reflected on the Plats and Plans, such change shall not be undertaken until the Plats and Plans have been amended at the expense of the Unit Owner. Request for Executive Board approval shall be accompanied by detailed plans and specifications showing the proposed additions, alterations or improvements and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests for approval within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is forthcoming within that period. Application to any governmental authority for necessary permits shall be only by the Executive Board as agent for the Condominium at the expense of the Owner, while incurring no liability to such authority or to any contractor, subcontractor or materialman or to any person having any claim for injury to person or damage to property from such work.

(10) Lease of Units - A Unit may be leased subject to the provisions of the Declaration. In such event the Unit Owner shall be liable for all Assessments, charges and liabilities and for the performance of all obligations under the Condominium Documents and the Act.

(11) Mechanics' liens Against Units - Any such mechanics' lien arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a resolution of the Executive Board, shall be a Common Expense and until so paid shall be liens against each Unit in a percentage equal to the Percentage Interest thereof.

Section VIII - Insurance

(1) Property Insurance - Property insurance shall be maintained on the Common Elements and Units exclusive of improvements and betterments installed in

Section VIII - (1) Property Insurance - continued

Units by Unit Owners, insuring against fire and extended coverage against all risk of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be ninety-five (95%) percent of the actual replacement value of the Condominium exclusive of land, excavations, foundations and other items normally excluded from property policies.

(2) Comprehensive General Liability Insurance - Comprehensive general liability insurance shall be maintained in the amount of One Million Dollars (\$1,000,000.00) and shall include provision for medical payments in the amount of Ten Thousand (\$10,000.00) Dollars per person and One Hundred Thousand (\$100,000.00) Dollars per accident. This insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(3) Policy Requirements - Insurance policies carried pursuant to subsections (1) and (2) must provide that:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of any undivided interest in the Common Elements or membership in the Association;

(b) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;

(c) No act or omission of any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recover under the policy;

(d) If, at any time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association policy will be primary insurance not contributing with Unit Owner insurance;

(e) The insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust.

Section VIII - (1) Property Insurance - continued

(4) Unit Owner's Insurance Coverage - An insurance policy issued to the Association shall not prevent a Unit Owner from obtaining insurance for his own benefit.

(5) Workmen's Compensation and Directors and Officers Liability Insurance- The Executive Board shall carry workmen's compensation and fidelity insurance covering such officers, directors, employees and agents of the Executive Board and of the Association and in such amounts as the Executive Board shall deem appropriate.

(6) Miscellaneous Insurance Coverage - The Executive Board shall maintain any other insurance coverage it deems necessary and appropriate to protect the Association and the Unit Owners.

Section IX - Books, Records and Reports

(1) Maintenance of Books and Records - The Executive Board shall maintain or cause the proper officers to maintain current books and records which reflect fully the operations, proceedings and financial condition of the Association and the operation and condition of the Property. Such books and records shall include, but not be limited to, the Declaration, By-Laws, Rules and Regulations, if any, and any amendments thereto; the books and records to be maintained by the Treasurer and the Secretary and the voting list to be maintained by the Secretary. Further, such books and records shall be sufficient for the Association to provide the resale certificate as required by Section 3407 of the Act.

(2) Access to Books and Records - Such books and records shall be kept at the Property, or at such other location as the Executive Board may from time to time determine, and shall be available for examination upon request at reasonable hours by the Unit Owners.

(3) Notices - All notices or communications hereunder shall be in writing and shall be sent by first class mail, postage pre-paid or delivered personally, addressed as follows (i) to the Executive Board, at such address as the Executive Board may from time to time designate by written notice to all Unit Owners; (ii) to the Association of Unit Owners, in care of the Executive Board at the same address; and (iii) to the Unit Owners; at their respective Units or at such other addresses as they may from time to time

Section IX - (3) Notices - continued

designate by written notice to the Executive Board. All notices shall be deemed to have been given when received.

(4) Headings - The headings herein are for reference only and shall not affect the meaning or interpretation of these By-Laws.

(5) Invalidity - If any provision of these By-Laws is determined to be invalid, the determination shall not affect the validity or effect of the remaining provisions hereof.

(6) Conflicts - The Act and the Declaration shall control in case of any conflict between the provision hereof and either of them.

(7) Gender - The use of the masculine gender in these By-Laws 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.

(8) Noncompliance and Waiver - Failure to comply with the Declaration, these By-Laws, the Rules and Regulations, if any, or the covenants, conditions and restrictions set forth in the Declaration and the Act as any of the same may be amended, shall be grounds for an action for the recovery of damages (including the costs incurred by the Executive Board in taking any action necessary to correct or remedy such failure and attorneys' fees) or for injunctive relief, or both, maintainable by the Executive Board on behalf of the Association or, in a proper case, by an aggrieved Unit Owner or by a Mortgagee. The Executive Board shall have the Right to do any work and to take any steps necessary to correct or prevent any failure to comply, including the right to enter a Unit at all reasonable times to do so; the expenses thereof, and of any action undertaken by the Executive Board as aforesaid together in each case with interest at the maximum rate permitted by law shall be assessed by the Executive Board against the Unit Owner and shall be collectible and enforceable in accordance with the provisions hereof of the Act. No restriction, condition, obligation or provision contained in these By-Laws, the Declaration, the Rules and Regulations, if any, or in the deed conveying any unit shall be deemed to have been abrogated or waived by reason of any failure, single or multiple, to enforce the same.

(9) Avoidance of Liens and Notices of Liens and Suits - Each Unit Owner shall pay all charges, claims, taxes or assessments against his Unit for which a lien could be filed before they shall become delinquent and prior to the time when any lien could attach, and shall, within five (5) days of receipt of notice or of actual knowledge of the



Section IX - (9) Avoidance of Liens and Notices of Liens and Suits – continued

attaching of any lien (except a mortgage covering a Unit) or the filing of any suit or other proceeding against the Unit, give the Executive Board written notice thereof. The Executive Board may, but shall not be obligated to, advance any sums necessary to prevent the attaching of any lien against any Unit, (except a mortgage covering a Unit) and any amounts so advanced shall bear interest at the maximum rate permitted by law and shall be promptly assessed by the Executive Board against the Unit Owner and shall be collectible and enforceable in accordance with the provisions of the Act.

Section X – Amendments

(1) Amendment - These Bylaws may be amended from time to time by a resolution duly adopted at any duly convened regular or special meeting of the Association by the affirmative vote of at least sixty-seven (67%) percent of the Unit Owners present, and those represented by proxy, provided all Unit Owners have been given at least twenty (20) days prior notice of the proposed amendments.

(2) Notice to Mortgagees and Unit Owners - No amendments of these By-Laws shall be adopted without twenty (20) days' prior written notice to any mortgagee holding mortgages which comprise the first liens on five (5) or more Units, whose written approval shall be required for any amendment, such approval not to be withheld unreasonably. The failure of a mortgagee to file objections to a proposed amendment within twenty (20) days of receiving notice shall be deemed an approval of the mortgagee.