

**BYLAWS
OF
ELMHURST NEIGHBORHOOD ASSOCIATION, INC.**

PREAMBLE

Whereas, this corporation (hereinafter sometimes referred to as the "Association") has been formed for the purposes set forth in that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Elmhurst, a Planned Community in Sewickley Borough, Allegheny County, Pennsylvania* as the same may be duly amended from time to time (herein referred to as the "Declaration") of record in the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 15926, Page 1, the actions of this corporation shall at all times be consistent with and constrained by the Declaration and all of the documents referred to therein and this corporation shall be governed in accordance with the Bylaws set forth in this document, as the same may be duly amended from time to time.

ARTICLE I

LAWS SUBJECT TO. CONFLICT

- 1.1. Non Profit Corporation. This corporation is organized pursuant to, and subject to the provisions of the Pennsylvania Nonprofit Corporation Law of 1988 (15 Pa.C.S.A § 5102, *et seq.*), as the same is and may be amended ("NCL").
- 1.2. Planned Community Act. This corporation is the association of Unit Owners organized pursuant to § 5301 of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et seq.*, as the same is and may be amended ("UPCA")
- 1.3. Declaration. This corporation has been formed for the purposes set forth in the Declaration.
- 1.4. Conflict. In the event of irreconcilable conflict among the Declaration, UPCA, NCL, ordinances, statutes, rules and regulations, the conflict shall be resolved in favor of the requirements of the respective documents in order of their hereinafter stated priority, to wit:
 - 1.4.1. UPCA;
 - 1.4.2. NCL
 - 1.4.3. Declaration;
 - 1.4.4. Articles of Incorporation of the Association;
 - 1.4.5. Bylaws of the Association;
 - 1.4.6. Book of Resolutions (Minutes Book) of the Association.

ARTICLE II
DEFINITIONS. POWERS

- 2.1. Except and to the extent defined in the NCL, UPCA, or Declaration, the words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as defined in the NCL, UPCA, and/or Declaration unless the context clearly indicates otherwise.
- 2.2. The Executive Board, as such term is defined in the Declaration, shall be the Board of Directors or Board as such terms are defined in the NCL. The members of the Executive Board shall be the Directors as such term is defined in the NCL.
- 2.3. The Declarant, as such term is defined in the Declaration, shall be an Other Body as such term is defined in the NCL and the Declarant shall be vested with all rights in this corporation vested in the Declarant by the terms of the Declaration.
- 2.4. The corporation shall have all powers vested in the corporation by the terms of the NCL including without limitation the provisions of 15 Pa.C.S.A § 5502; shall have all powers vested in an Association or unit owners' association by the provisions of the UPCA including without limitation the provisions of 68 Pa.C.S.A § 5302; and shall have all powers vested in the Association by the terms of the Declaration.

ARTICLE III
NAME AND LOCATION

- 3.1. **Name and Organization.** The name of the corporation is **ELMHURST NEIGHBORHOOD ASSOCIATION, INC.** (herein sometimes referred to as the "Association") and is organized and existing as a nonprofit corporation under the laws of the Commonwealth of Pennsylvania.
- 3.2. **Principal Office.** The principal office of the corporation shall be located at 1190 Dillerville Road, Lancaster, PA 17601. The Association may have such other offices, and meetings of Members and the Executive Board may be held at such places within the State of Pennsylvania as may be designated by the Executive Board.
- 3.3. **Registered Office.** The corporation shall have and continuously maintain in the Commonwealth of Pennsylvania a registered office which may, but need not, be the same as its place of business or principal office. A change of the location of the registered office may be authorized at any time by the Executive Board. Before the change of location becomes effective, the corporation shall comply with the provisions of the NCL including without limitation the provisions of 15 Pa.C.S.A. § 5507.

ARTICLE IV

MEMBERS

- 4.1. **Members.** The Members of the Association shall be those Owners and only those Owners from time to time of Units in the of the Property defined as "Incorporated Property" in the Declaration (the "Subject Property"), subject in all respects to the terms of the Declaration including without limitation the provisions of Section 4.4 of the Declaration. Membership in the Association shall terminate upon the termination of the Member's ownership interest in a Unit in the Subject Property. No Member holding an ownership interest in a Unit in the Incorporated Property may be expelled from the Association for any reason.

In the case of a Member which is not a natural person, such Member shall designate, in writing filed with the Secretary of the Association, the officer, director, partner, attorney-in-fact or trust officer, which such designation may be changed by the Member in writing filed with the Secretary of the Association from time to time, the name of the natural person who shall represent the Member.

ARTICLE V

MEETINGS OF MEMBERS

- 5.1. **Annual Meetings.** A meeting of the Members of the Association shall be held at least once each year at the principal office of the Association or at such other suitable location within the Commonwealth of Pennsylvania as shall be designated by the Executive Board on the second Tuesday of March of each year, at 7:00 p.m., unless an alternate date and/or time is designated by the Executive Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the 7:00 p.m. on the first day following which is not a legal holiday, or on such alternate date and/or time as may be designated by the Executive Board. If an Annual Meeting shall not have been called and held within three months after the designated date and time, any Member may call such Annual Meeting at any time thereafter.
- 5.2. **Special Meetings.** Special meetings of the Members may be called at any time by the President, by the Executive Board, by the Declarant during the Development Period, or upon written request of Members who are entitled to vote ten percent (10%) of all of the votes of the membership. Special Meetings of the Members of the Association shall be held within sixty (60) days after the request therefor at the principal office of the Association or at such other suitable location within the Commonwealth of Pennsylvania as shall be designated by the Executive Board and on such date and at such time as shall be designated by the Executive Board or, upon written request of any person who has called a Special Meeting, it shall be the duty of the Secretary to fix the place, date and time of the meeting, which shall be held not more than 60 days after the receipt of the request. If the secretary shall neglect or refuse to fix the place, date and time of the meeting, the person or persons calling the meeting may do so.

- 5.3. **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by either hand delivery or first class, postage prepaid mailing such notice at least 10 days but not more than 60 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify (i) the place, date and time of the meeting, and (ii) the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget or assessment changes, and any proposal to remove a Member of the Executive Board or an officer.

The notice of any Special Meeting shall state the purpose or purposes of such meeting and no business shall be transacted at such Special Meeting except as stated in the notice thereof.

- 5.4. **Waiver of Notice.** Waiver of notice of a meeting of the Members shall be the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, before, at, or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the date, time and place thereof, and at any Special Meeting, of all business transacted, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order or upon arrival, whichever shall last occur.

- 5.5. **Quorum.** -A meeting of Members of the Association duly called shall not be organized for the transaction of business unless a quorum is present. Except as otherwise specified in the Declaration for certain actions, the presence at the beginning of the meeting of Members entitled to cast, and/or of proxies entitled to cast, twenty percent (20%) of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Act, the Articles of Incorporation of the Association, the Declaration, or these Bylaws.

If the required quorum is not present or represented, the chairperson of the meeting may adjourn the meeting to another place, date and/or time not later than thirty (30) days following the adjourned meeting, subject to the same notice requirement and to the additional requirement that the notice shall state that, and the required quorum at such subsequent meeting shall be, one-half (1/2) of the required quorum at the adjourned meeting.

In the case of any meeting called for the election of members of the Executive Board, those who attend the second of such adjourned meetings, although less than a quorum as fixed in this section shall nevertheless constitute a quorum for the purpose of election of members of the Executive Board.

In the case of any meeting called for any other purpose, those who attend the second of such adjourned meetings, although less than a quorum as fixed in this section, or in the articles or Bylaws, shall nevertheless constitute a quorum for the purpose of acting upon any resolution or other matter set forth in the notice of the meeting, if written notice of such second adjourned meeting, stating that those Members who attend shall constitute a quorum

for the purpose of acting upon such resolution or other matter, is given to each Member of record entitled to vote at such second adjourned meeting at least ten days prior to the day named for the second adjourned meeting.

Notwithstanding the withdrawal of Members leaving less than a quorum in attendance the Members present at a duly called or held meeting at which a quorum was present may continue to conduct business until adjournment, but may not continue the meeting to another date, time or place, provided that any action taken which requires a vote of the Members shall be approved by at least a majority of the votes required to constitute a quorum.

- 5.6. Adjournments. Except for adjournment for lack of quorum, adjournments of any regular or special meeting may be taken, subject that:
 - 5.6.1. When a meeting is adjourned or continued to another place, date or time, unless a quorum is not present at the time of announcement, written notice need not be given of the adjourned or continued meeting if the place, date and time thereof are announced at the meeting at which the adjournment or continuance is taken provided, however, that if the date of any adjourned or continued meeting is more than thirty days after the date of the preceding meeting, written notice of the place, date and time of the adjourned or continued meeting shall be given in conformity with the notice provisions of these Bylaws. At any adjourned or continued meeting, any business may be transacted which might have been transacted at the original meeting; and
 - 5.6.2. Any meeting at which members of the Executive Board are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding 15 days each, as the Members present entitled to cast at least a majority of the votes which all Members present and voting are entitled to cast shall direct, until such members of the Executive Board have been elected.
- 5.7. Organization. Such person as the Executive Board may have designated or, in the absence of such a designation or the person designated, the chief executive officer of the Association or, in his/her absence, such person as may be chosen by a majority vote of the Members present, in person or by proxy, shall call to order any meeting of the Members and act as chairperson of the meeting. In the absence of the Secretary of the Association, the secretary of the meeting shall be such person as the chairperson appoints.
- 5.8. Conduct of Business. The chairperson of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him/her in order.
- 5.9. Proxies and Voting. At any meeting of the Members, every Member entitled to vote may vote in person or by proxy.

Upon request of a Member, the books or records of membership shall be produced at any regular or special meeting of the Association. If at any meeting the right of a person to vote is challenged, the presiding officer shall require the books or records to be produced as evidence of the right of the person challenged to vote, and all persons who appear by the books or records to be Members entitled to vote may vote.

All proxies shall be in writing, executed in writing by the Member or by such Member's duly authorized attorney in fact and filed with the Secretary of the Association. Every proxy shall be revocable at will but the revocation of a proxy shall not be effective until notice thereof has been given to the Secretary of the Association and shall automatically cease upon termination of membership in the Association by conveyance of the Lot subject to the Declaration. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary of the Association.

The acts at a duly organized meeting of Members present entitled to cast at least a majority of the votes which all Members present and voting are entitled to cast shall be the acts of the Members.

All voting, including the election of members of the Executive Board, but excepting where otherwise required by law, may be a voice vote; provided, however, that upon demand therefor by a Member entitled to vote or by his or her proxy, a ballot vote shall be taken.

In each election of members of the Executive Board, every Member entitled to vote shall have the right to multiply the number of votes to which such Member is entitled by the total number of members of the Executive Board to be elected in the same election by the Members, and such Member may cast the whole number of such Member's votes for one candidate or such Member may distribute them among any two or more candidates.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast.

- 5.10. Consent of Members in Lieu of Meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Members who would be entitled to vote at a meeting for such purpose and shall be filed with the Secretary of the Association.

ARTICLE VI
EXECUTIVE BOARD

- 6.1. **Composition.** The affairs of the Association shall be governed and conducted by an Executive Board comprised of three members, not less than two of which shall, at all times, be Lot Owners.

Each member of the Executive Board shall have one equal vote.

- 6.2. **Term of Office.** Each member of the Executive Board shall hold office until the expiration of the term for which such member was selected and until such member's successor has been selected and qualified or until such member's earlier death, resignation or removal.

The term of each member of the Executive Board shall be for a period of three years, except as follows:

- 6.2.1. The term of member(s) of the Executive Board appointed by the Declarant pursuant to the provisions of Section 4.6.2 of the Declaration or elected by Unit Owners pursuant to the provisions of Sections 4.6.2.1 or 4.6.2.2 of the Declaration shall be for the period from appointment or election until the termination of the Declarant Transition Period; and
- 6.2.2. The term of members of the Executive Board elected by Unit Owners upon the termination of the Declarant Transition Period shall be as follows:
- 6.2.2.1. the term of the member of the Executive Board receiving the greatest number of votes shall be for a term from election until three years after the first Annual Meeting of the Members after termination of the Declarant Transition Period; and
- 6.2.2.2. the term of the member of the Executive Board receiving the lowest number of votes shall be for a term from election until one year after the first Annual Meeting of the Members after termination of the Declarant Transition Period; and
- 6.2.2.3. the term of all other members of the Executive Board shall be for a term from election until two years after the first Annual Meeting of the Members after termination of the Declarant Transition Period.

- 6.3. Resignation and Removal. Any member of the Executive Board may resign at any time by giving written notice to the Executive Board. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Executive Board, and the acceptance of such resignation shall not be necessary to make it effective. The membership as part of the Executive Board of a member of the Executive Board who is a Lot Owner shall terminate upon such member of the Executive Board ceasing to be a Lot Owner. The membership as part of the Executive Board of a member may be terminated at any time, with or without cause, by a resolution adopted by a majority of all the Members. In the event of death, resignation or other termination of membership as part of the Executive Board, his/her successor shall be selected by a majority of the remaining members of the Executive Board though less than a quorum, and shall serve for the balance of the unexpired term of his/her predecessor.
- 6.4. Compensation of Members of the Executive Board. Members of the Executive Board shall not receive any compensation for their services as members of the Executive Board, including, without limitation, their services as members of committees. Members of the Executive Board may, however, be reimbursed by the Association for their reasonable expenses incurred in the performance of their duties as such members of the Executive Board.. Except for willful and malicious acts by members of the Executive Board, constituting felonies or misdemeanors, all members of the Executive Board shall be indemnified for all acts done or performed in the furtherance of their duties.
- 6.5. Personal Liability of Members of the Executive Board. A member of the Executive Board shall not be personally liable, as such, for monetary damages for any action taken unless:
- 6.5.1. the member of the Executive Board has breached or failed to perform the duties of his office pursuant to law; and
- 6.5.2. the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.
- 6.6. Meetings of the Executive Board. Meetings of the Executive Board shall be held, after not less than ten (10) days notice to each member of the Executive Board by whom it is not waived of the place, date and time of each such meeting, from time to time as no less than a majority of the number of members of the Executive Board shall determine.

Notice shall be any means of communication including without limitation verbal, facsimile transmission or hand delivery of written notice or by mailing written notice. The receipt of any notice other than provided by the mailing of a written notice shall be acknowledged in writing or be waived in writing. Notwithstanding the foregoing, attendance at a meeting (except for the limited purpose of objecting to the lack of notice) shall constitute waiver of notice. Any notice by mail shall be deemed delivered two (2) days after deposit, postage prepaid, with the United States Postal Service.

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

- 6.7. Regular Meetings. Provided that such regular meetings of the Executive Board are held pursuant to a schedule established by the Board, the receipt of which such schedule is acknowledged by each member of the Executive Board no later than the start of business at the first of such regular scheduled meetings, the Executive Board may hold regular meetings at such place or places, on such date or dates, and at such time or times as shall have been established by the Executive Board without the requirement for any further notice of such regular meetings.
- 6.8. Participation in meetings by Conference Telephone. Members of the Executive Board or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by the means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.
- 6.9. Conduct of Business. At any meeting of the Executive Board, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the members of the Executive Board present, except as otherwise provided herein or required by law.
- 6.10. Action by written consent. Any action which may be taken at a meeting of the members of the Executive Board may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all of the members of the Executive Board in office and shall be filed with the secretary of the Association.

ARTICLE VII **COMMITTEES**

- 7.1. Committees. The Executive Board, by a vote of a majority of the whole Board, may from time to time designate committees, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Executive Board, and may, for those committees, elect such persons to serve as the member or members thereof, designating, if it desire, persons as alternative members who may replace any absent or disqualified member at any meeting of the committee. Unless otherwise provided by the Executive Board in designating the committee or electing its members, in the absence or disqualification of any member of any committee and any alternate member in his/her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not constituting a quorum, may by unanimous vote appoint a member of the Executive Board to act at the meeting in the place of the absent or disqualified member of the committee.

- 7.2. **Conduct of Business.** Except as otherwise provided herein or required by law and except as may be otherwise provided by the Executive Board in designating the committee, each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith. Adequate provision shall be made for notice to committee members of all meetings, one-third of the committee members shall constitute a quorum unless the committee shall consist of one or two members, in which event one committee member shall constitute a quorum; and all matters shall be determined by a majority vote of the committee members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceeding of such committee.

ARTICLE VIII
POWERS AND DUTIES OF THE EXECUTIVE BOARD

- 8.1. **Powers of the Executive Board.** The Executive Board shall have the powers to do all things necessary or appropriate to carry out the duties and obligations imposed upon it by the Governing Documents or otherwise by law and such powers shall include, but shall not be limited to:
- 8.1.1. perform all of the duties and obligations imposed upon the Association by the Governing Documents or otherwise by law, including management of the Common Elements including the Storm Water Facilities, and the real and personal properties of the Association as set forth in the Governing Documents;
 - 8.1.2. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of law, the Act, these Bylaws, the Articles of Incorporation, or the Declaration;
 - 8.1.3. establish rules and regulations for the use, operation, maintenance and preservation of the Common Elements;
 - 8.1.4. establish such bank depository accounts as may be necessary, including the establishment of separate escrow accounts where required, and provide for the full and complete accounting of all sums coming into the possession of the Association.
- 8.2. **Duties of the Executive Board.** It shall be the duty of the Executive Board to:
- 8.2.1. maintain, repair and replace as and when in the sole judgment of the Executive Board required, any and all Common Elements including the Storm Water Facilities in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retains the functional condition thereof;

- 8.2.2. annually adopt budgets for the Association, which budgets shall provide for the estimated expenses for the performance of the duties, rights and obligations of the Association as set forth in the Governing Documents, and for the operation, maintenance, repair and replacement of the Common Elements, including such reserves as the Executive Board shall deem appropriate;
- 8.2.3. establish the amounts of the assessments to provide the monies necessary to implement the budgets and the terms of payments of such assessments (including but not limited to terms set forth in Section 5.10 of the Declaration);
- 8.2.4. collect all assessments of the Association by such methods of collection as the Executive Board may prescribe;
- 8.2.5. maintain, prepare and provide financial records, statements and reports in accordance with §5316 of the Act.
- 8.2.6. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- 8.2.7. maintain policies of insurance as required or authorized by Section 4.4 of the Declaration and any other insurance deemed appropriate by the Executive Board to protect the Association, the members of the Executive Board and the Members, including directors' liability and indemnity insurance, to the extent reasonably obtainable, for errors and omissions;
- 8.2.8. elect officers of the Association, including a President, Vice President, Secretary and Treasurer who shall perform those duties prescribed under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, and provide for the delegation of management authority to the extent the Executive Board, in its discretion, deems appropriate, remove any officer of the Association with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being, and confer upon any officer of the Association the power to appoint, remove and suspend subordinate officers and agents;
- 8.2.9. employ such persons and entities and enter into such contracts for services, including but not limited to property management, legal counsel, accountants, consultants, and contractors as may be necessary or desirable to perform the duties and rights imposed by the Governing Documents.
- 8.2.10. institute all actions at law or in equity before courts of record or not of record as may be necessary or convenient to preserve and protect the Association and its property, including the enforcement of payment of all assessments, but not limited thereto. All such actions shall be brought and pursued in the name of the Association and all recoveries shall be for its benefit.

- 8.3. Delegation of Powers. The Executive Board may delegate, to any officer, or to such persons or agencies which provide property management services, the power to:
- 8.3.1. collect any and all assessments of the Association;
 - 8.3.2. maintain, prepare and provide financial records, statements and reports in accordance with §5316 of the Act;
 - 8.3.3. keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members;
 - 8.3.4. employ such persons and entities and enter into such contracts for services, including but not limited to legal counsel, accountants, consultants, and contractors as may be necessary to perform the duties and rights imposed upon the Executive Board;
 - 8.3.5. provide Estoppel Certificates in accordance with Section 5.2 of the Declaration and certificates pursuant to Sections 5407 and 5315(h) of the Act.

ARTICLE IX

OFFICERS AND THEIR DUTIES

- 9.1. Generally. The officers of the Association, each of whom to be qualified to hold office shall be an adult natural person, shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as are elected by a majority vote of the members of the Executive Board at a duly noticed meeting of the Executive Board at which a quorum shall be present. Unless for the purpose of filling a vacancy in an office, the election of officers shall be conducted at the first meeting of the Executive Board after every annual meeting of Members. Each officer shall take office upon election and hold his/her office until his/her successor is elected and qualified or until his/her earlier resignation or removal. The President shall be a member of the Executive Board. Any number of offices may be held by the same person.

Each officer shall perform his/her duties as an officer in good faith, in a manner s/he reasonably believes to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. A person who so performs his/her duties shall not be liable by reason of having been an officer of the Association.

- 9.2. President. The President shall be the chief executive officer of the Association and may serve as such President only while a member of the Executive Board. Subject to the provisions of these Bylaws and to the direction of the Executive Board, s/he shall have the responsibility for the general management and control of the business and affairs of the Association and shall perform all duties and have all powers which are commonly incident

to the office of chief executive or which are delegated by the Executive Board. S/He shall have power to execute all contracts, agreements and other instruments of the Association which are authorized. S/He shall have general supervision and direction of all of the other officers and agents of the Association. S/He shall be ex-officio a member of all committees and shall exercise such other general powers and duties as are usually vested in the chief executive officer of a corporation.

- 9.3. Vice President. Each Vice President shall have such powers and duties as may be delegated to him/her by the Executive Board. One Vice President shall be designated by the Board to perform the duties and exercise the powers of the President in the event of the President's absence or disability.
- 9.4. Secretary. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the members and the Executive Board. S/he shall have charge of the corporate records and shall perform such other duties as the Executive Board may from time to time prescribe.
- 9.5. Treasurer. The Treasurer shall have the responsibility for maintaining the financial records of the Association and shall have custody of all monies and securities of the Association. S/He shall make such disbursements of the funds of the Association as are authorized and shall render from time to time an account of all such transactions and of the financial condition of the Association. The Treasurer shall also perform such duties as the Executive Board may from time to time prescribe.
- 9.6. Delegation of Authority. The Executive Board may from time to time delegate the power or duties of any officer to any other officers or agents.
- 9.7. Execution of Amendments. Amendments to the Declaration required or permitted by the Act to be recorded by, or on behalf of, the Association shall be prepared by or on behalf of the President of the Association, shall be executed by the President of the Association, recorded by or on behalf of the President of the Association, and certified by or on behalf of the Secretary of the Association.
- 9.8. Action with Respect to Securities of Other Corporations. Unless otherwise directed by the Executive Board, the President shall have power to vote and otherwise act on behalf of the Association, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any corporation in which this Association may hold securities and otherwise to exercise any and all rights and powers which this Association may possess by reason of its ownership of securities in such other corporations.
- 9.9. Bonding. The Executive Board may secure the fidelity of the Treasurer, or of any other officer, by a bond in such sum, and with such surety or sureties, as the Executive Board may determine.

- 9.10. Resignation and Removal. Any officer may be removed from office with or without cause by the Executive Board. Any officer may resign at any time giving written notice to the Executive Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE X

MISCELLANEOUS

- 10.1. Maintenance of Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.
- 10.2. Notices. Except as otherwise specifically provided herein or required by law, whenever written notice is required to be given to any person under the provisions of these Bylaws or the articles, it may be given to the person either personally or by sending a copy thereof by first class, priority or express mail, postage prepaid or courier service, charges prepaid to such person's address appearing on the books of the corporation or, in the case of members of the Executive Board and officers, supplied by him or her to the Association for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to that person. A notice of meeting shall specify the place, date and time of the meeting and any other information required by any other provision of these Bylaws.

A written waiver of any notice, signed by a Member, member of the Executive Board, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such Member, member of the Executive Board, officer or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

- 10.3. Facsimile Signatures. Facsimile signatures of an officer or officers of the Association may be used whenever and as authorized by the Executive Board.
- 10.4. Corporate Seal. The Executive Board may provide a suitable seal, containing the name of the Association. The Secretary shall be in charge of the seal. If and when so directed by the Executive Board or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by any Assistant Secretary or Assistant Treasurer.

- 10.5. Reliance Upon Books, Reports and Records. Each member of the Executive Board, each member of any committee designed by the Executive Board and each officer of the Association shall, in the performance of his or her duties, be fully protected in relying in good faith upon the accounts or other records of the Association, including reports made to the Association by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.
- 10.6. Fiscal Year. The fiscal year of the Association shall be as fixed by the Executive Board.
- 10.7. Time Periods. In applying any provision of these by-laws which requires that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of doing of the act shall be excluded and the day of the event shall be included.

ARTICLE XI **AMENDMENTS**

- 11.1. Amendment. These Bylaws may be amended, repealed and/or adopted from time to time by a vote of a majority of the members of the Executive Board at a duly noticed meeting of the Executive Board at which a quorum shall be present, subject however that:
 - 11.1.1. a majority of the Members of the Association at any duly noticed meeting of the Members at which a quorum shall be present shall have the power to change such amendment, repeal and/or adoption; and
 - 11.1.2. the Executive Board or Other Body shall not have the authority to adopt or change a bylaw on any subject that is committed expressly to the Members by any of the provisions of the NCL including without limitation the provisions of 15 Pa.C.S.A § 5504(b); and
 - 11.1.3. whenever the Declaration requires, for the taking of any action by the Members, a specific number or percentage of votes, the provision of the Bylaws setting forth that requirement shall not be amended or repealed by any lesser number or percentage of votes of the Members.
- 11.2. Amendments affecting Declarant. Until the termination of the Development Period, these Bylaws may not be amended without the express written joinder of the Declarant in such amendment.

No provisions of these Bylaws pursuant to which any special Declarant rights have been reserved to a Declarant shall not be amended at any time without the express written joinder of the Declarant in such amendment.

ELMHURST NEIGHBORHOOD ASSOCIATION, INC.

WRITTEN CONSENT OF EXECUTIVE BOARD

The undersigned, being all of the members of the Executive Board of the Elmhurst Neighborhood Association, Inc., (the "Association"), do hereby consent to the taking of the following actions and the adoption of the following resolutions:

WHEREAS, pursuant to the provisions of Section 4.3.2.2 of the *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Elmhurst, a Planned Community in Sewickley Borough, Allegheny County, Pennsylvania* (the "Declaration"), the Elmhurst Neighborhood Association has the obligation to make provision for the reasonably practical removal of snow, and the reasonably practical treatment for ice accumulation of and from all Common Element Streets and Driveways and Common Element Walkways (including General Common Facility Walkways, Limited Common Facility Walkways, General Controlled Facility Walkways, and Limited Controlled Facility Walkways; and

WHEREAS, pursuant to the provisions of Section 4.3.2.3 of the Declaration, the responsibility of the Association for the removal of snow and for treatment for ice accumulation shall be limited to the reasonably practical removal of snow exceeding a nominal amount and the reasonably practical removal or other treatment of ice at reasonably practical intervals during snowfalls and/or freezing conditions; and

WHEREAS, pursuant to the provisions of Section 4.3.2.3 of the Declaration, this Executive Board has the authority to determine the amount of snow which shall be deemed to be nominal and the intervals for snow and/or ice removal and/or treatment deemed to be reasonably practical.

NOW, THEREFORE, be it

RESOLVED, that the amount of snow which shall be deemed to be nominal shall be a snowfall of two inches (2").

Snow is to be removed upon cessation of a snowfall (1) if a snowfall exceeds two inches (2") of snow and (2) the snowfall ceases after 7:00 a.m. and before 10:00 p.m.

If a snowfall exceeds two inches (2") of snow and the snowfall ceases after 10:00 p.m. and before 7:00 a.m., snow is to be removed starting at 7:00 a.m.

AND RESOLVED, that the reasonably practical interval for the reasonably practical removal or other treatment of ice shall be two (2) hours during the time period between 7:00 a.m. and 10:00 p.m. with the reasonably practical removal or other treatment of all remaining ice by 7:00 a.m.

IN WITNESS WHEREOF, this Written Consent is executed this ____ day of _____,
2015

ELMHURST NEIGHBORHOOD
ASSOCIATION EXECUTIVE BOARD

Gregory A. Hodecker

John Albright

Joshua Smith

Filed with the minutes of the Elmhurst Neighborhood Association, Inc. on _____

Secretary