

**AMENDED BY-LAWS**  
**OF**  
**PARK PLACE CRANBERRY ASSOCIATION, INC.**

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PARK PLACE CRANBERRY ASSOCIATION, INC.**

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**Article I. Name, Principal Office, and Definitions**

1.1 Name.

The name of the corporation is Park Place Cranberry Association, Inc. (the "Association").

1.2 Principal Office.

The principal office of the Association shall be located at 250 Bucktail Drive Cranberry Township, Butler County, Pennsylvania 16066. The Association may have such other offices, either within or outside Pennsylvania, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Park Place, recorded by Park Place Development Associates, LP ("Declarant") in the Office of the Recorder of Butler County, Pennsylvania, as it may be amended (the "Declaration"), unless the context indicates otherwise.

**Article II. Membership; Meetings, Quorum, Voting, Proxies**

2.1. Membership.

The Association shall have three classes of membership, Class "A," Class "B," and Class "C," as more fully set forth in the Declaration. Except as may be specifically stated in the Declaration or these By-Laws, only the Class "A" members possess the power to cast votes. The Class "A" members referred to in these By-Laws as the "Owners" are the Owners of the single family homes and townhomes. The "Owners in Good Standing" are Class "A" Owners who are current in the payment of assessments and fines due to the Association for the Owner's Unit. The Board shall have the power to adopt Rules and Regulations from time-to-time governing the payment of assessments and fines, including the payment due dates for assessments and fines.

2.2. 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 Owners as the Board may designate.

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2.3. Annual Meetings.

The Board shall schedule a regular annual meeting of the Owners in August of each year on such date and at such time as the Board may specify, or as soon thereafter as may be specified by the Board, but not later than September 14th.

2.4. Special Meetings.

The President may call special meetings of the Owners. In addition, it shall be the duty of the President to call a special meeting of the Owners if so directed by resolution of the Board or upon a petition signed by Owners in Good Standing representing at least fifty (50%) percent of the total votes in the Association.

2.5 Notice of Meetings.

Written or printed notice stating the place, day, and hour of any meeting of the Owners shall be delivered, either personally or by mail, to each Owner entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If given by first class or express mail, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Owner at his address as it appears on the Association's records with postage prepaid. Notice may also be given by facsimile transmission, e-mail or other electronic communication to the person's facsimile number or address for e-mail or other electronic communications supplied by the person to the Association for purposes of notice. Notice given by facsimile transmission, e-mail or other electronic communication shall be deemed to have been given to the person entitled thereto when sent.

Notice given by first class or express mail, facsimile transmission, e-mail or other electronic communication may be supplemented by publication on the Association's website or by publication in any newsletter issued by the Association. Notice given by publication on the Association's website or by publication in any newsletter issued by the Association shall be deemed to have been given to the person entitled thereto when published on the Association's website or published in a newsletter issued by the Association not less than 10, nor more than 60 day before, the date of the meeting.

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2.6. Waiver of Notice.

Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may waive, in writing, notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner in person, by electronic means, or by the submission of ballot or vote electronically or by mail, shall be deemed to be a waiver by such Owner of notice of the time, date, and place thereof, unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by an Owner in person, by electronic means, or by the submission of a ballot or vote electronically or by mail, shall also be deemed to be a waiver of notice of all business transacted at such special meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present, a Majority of the Owners in Good Standing who are present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Owners in the manner prescribed for regular meetings.

Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.8. Voting.

The voting rights of the Owners shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. Only Owners in Good Standing may cast votes. Owners in Good Standing may cast their votes in person, by facsimile, by mail or by proxy. Owners in Good Standing may also cast their ballots electronically if an electronic voting procedure is adopted by the Board. Votes cast by Owners in Good Standing by facsimile, mail, proxy or an electronic voting procedure adopted by the Board shall be counted as present for purposes of quorum calculations.

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**2.9. Proxies.**

Owners in Good Standing may vote in person or through their designated proxy, subject to the limitations of Pennsylvania law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws.

Every proxy shall be in writing specifying the Unit for which it is given, signed by the Owner or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Owner giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Unit for which it was given, (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of an Owner who is a natural person, or (c) 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

Proxy holders representing Owners in Good Standing may cast the Owner's votes in person, by facsimile or mail-in ballot or any electronic voting procedure adopted by the Board, and Owners in Good Standing whose votes are cast by proxy holders in person, by facsimile or mail-in ballot or any electronic voting procedure adopted by the Board, shall be counted as present for purposes of quorum calculations.

**2.10. Majority.**

As used in these By-Laws, the term "Majority" shall mean the votes or consents, or a combination of votes and consents, of more than fifty (50%) percent of the Class "A" Owners in Good Standing present or participating in a meeting or a voting procedure.

**2.11. Quorum.**

Except as otherwise provided in these By-Laws or in the Declaration, the presence in person, by facsimile or mail-in ballot, by any electronic voting procedure adopted by the Board or by proxy, of not less than ten (10%) percent of the Owners in Good Standing shall constitute a quorum at all Association meetings.

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2.12. Conduct of Meetings.

The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings. If the President is not present or is unable to preside over a meeting of the Association, then the Vice President shall preside over the meeting. If the President and Vice President are not present or are both unable to preside over a meeting of the Association, then the Secretary shall preside over the meeting, and if the Secretary is not present or unable to preside, then the Treasurer shall preside over the meeting.

2.13. Action Without a Meeting.

In addition to such matters as to which the Governing Documents or Pennsylvania law permit to be voted on by written ballot in lieu of a meeting, and except as may be limited by applicable law, any action required or permitted by law to be taken at a meeting of the Owners may be taken without a meeting, without prior notice and without a vote if written consents specifically authorizing the proposed action are signed by Owners in Good Standing holding at least sixty-seven (67%) percent of the votes entitled to be cast at a meeting if all Owners entitled to vote thereon were present. Such consents shall be signed, dated and delivered to the Secretary. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Owners at a meeting, and the Secretary will provide all of the Owners, including the Owners who did not return signed consents, with written notice by regular mail of the action so approved or taken.

**Article III. Board of Directors: Selection and Meetings**

3.1. Governing Body; Composition.

The affairs of the Association shall be governed by a Board of Directors (the "Board"), each of whom shall have one vote. Directors must be Owners in Good Standing of Units provided, however, only one such person representing a particular Unit may serve on the Board at any time. If an Owner is not a natural person, but the Owner is in Good Standing, then any officer, director, partner or trust officer of such Owner shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Owner. No Owner may have more than one such representative on the Board at a time.

3.2. Number of Directors.

The Board shall consist of seven (7) or nine (9) directors, as provided in Section 3.3.



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3.3. Manner and Timing of Selection.

The Board shall consist of seven (7) members until such time as eighty (80%) percent of the homes and town-homes have been constructed and occupied at which time the Board shall increase to nine (9) members. The Board shall consist only of Class "A" members who are Owners in Good Standing. Directors elected by the Owners shall hold office until their respective successors have been elected.

For so long as the Board consists of seven (7) members, the Board members shall serve in two classes. One class shall consist of three (3) members and one class shall consist of four (4) members. The Board members shall serve two (2) year terms, with all of the seats in one class of the Board to be open for election each year. Upon the adoption of these Amended By-Laws the current members of the seven (7) member Board shall determine which directors will serve in the three (3) member class and which directors will serve in the four (4) member class. The seats of the three (3) member class shall be open for election at the first Annual Meeting held subsequent to the adoption of these Amended By-Laws, and the seats of the four (4) member class shall be open for election at the second Annual Meeting held subsequent to the adoption of these Amended. Thereafter, the seats held by one class of the Board shall be open for election in alternating years.

When eighty (80%) percent of the homes and town-homes have been constructed and occupied the Board shall be expanded and increase to a total of nine (9) members. The two (2) additional members shall be appointed by majority vote of the Board.

When the Board membership expands to nine (9) members, the Board members shall serve in three classes, and each class shall be comprised of three (3) Board members. Each class of the Board shall serve a three (3) year term. When the Board membership expands to nine (9) members, the Board shall determine the membership of each class and the term of office of each class, subject to the requirement that all of the seats in one class of the Board must be open for election at the first Annual Meeting held subsequent to the expansion of the Board to nine (9) members. Thereafter all three (3) of the seats in one class of the Board must be open for election at each Annual Meeting.

3.4. Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. The Board shall appoint a Nominating Committee to nominate candidates for election to each position on the Board of Directors which is to be filed by the votes of Owners. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and four Owners in Good Standing, or representatives of Owners who are in Good Standing, with at least two representatives from each class of Owners entitled to elect a Member of the Board. Members of the Nominating

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Committee shall be appointed by the Board not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Each candidate must be an Owner in Good Standing or a representative of and Owner who is in Good Standing. The Nominating Committee must hold an informational meeting to introduce the candidates to the Owners not less than thirty (30) days prior to the annual meeting. During the informational meeting each of the candidates shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Owners and solicit votes. No votes may be cast during the informational meeting. The business of the informational meeting will be limited to introducing the candidates, giving each of the candidates a reasonable, uniform opportunity to communicate his or her qualifications to the Owners and solicit votes, and to permit the Board or Nominating Committee to provide the Owners with information about election and voting procedures.

(b) Election Procedures. Each Owner in Good Standing may cast all the votes assigned to the Units which it owns for each position to be filled from each slate of candidates on which such Owner is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled from each slate who receive the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

(c) Board Elections. The Board elections shall be held at the annual meeting in August, or as soon thereafter as may be specified by the Board but no later than September 14th. This will allow the elected board sufficient time to prepare the Association's budget for the following year.

**3.5. Removal of Directors and Vacancies.**

Any director elected by the Owners may be removed, with or without cause, by the vote or signed consents of two-thirds of the Owners in Good Standing present and entitled to vote at any meeting of the Owners at which a quorum is present. Any director who breaches his or her duty to the Association under Section 5.1(c) below may be removed by the vote or signed consents of two-thirds of all the Owners in Good Standing present and entitled to vote at any meeting of the Owners at which a quorum is present. The Secretary shall give any director whose removal is sought written notice by regular mail prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Owners entitled to elect the director so removed to fill the

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vacancy for the remainder of the term of such director.

**3.6. Resignation.**

Any director may resign at any time by giving written notice to the President or the Secretary. The director's resignation shall take effect on the date of the President or Secretary's receipt of such notice.

Any director elected by the Owners who has three consecutive unexcused absences from Board meetings shall be deemed to have resigned. Any director elected by the Owners who is more than 90 days delinquent (or is the representative of an Owner who is so delinquent) in the payment of any assessment or fine due the Association shall no longer be in Good Standing, and shall be deemed to have resigned.

**3.7. Vacancies.**

In the event of the death, disability, resignation or deemed resignation of a director the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Owners in Good Standing may elect a successor for the remainder of the term. Any director whom the Board appoints shall be selected from among Owners (or representatives of Owners) in Good Standing.

**3.8. Organizational Meetings.**

The first meeting of the Board following each annual meeting of the Owners shall be an organizational meeting. The organization meeting must be held within ten (10) days after the annual meeting at such time and place as the Board shall fix. At the organizational meeting the Board shall elect the President, Vice President, Treasurer and Secretary to serve until the next annual meeting of the Owners is completed. At the organizational meeting each of the newly elected directors must sign an acknowledgement in a form and content approved by the Board, in which the newly elected director accepts his or her election to serve on the Board and acknowledges his or her fiduciary duty to the Association, including his or her duties as a member of the Board.

**3.9. Regular Meetings.**

Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter unless the directors waive such requirement or otherwise act by unanimous written consent in lieu of a meeting.

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**3.10. Special Meetings.**

Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any three directors.

**3.11. Notice: Waiver of Notice.**

(a) Notices of Board meetings shall specify the time and place of the meeting, and in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, e-mail, computer, fiber optics or other electronic communication device, with confirmation of transmission. All notices shall be given at the director's telephone number, fax number, electronic mail address or number, or sent to the director's address as shown on the records of at least five business days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, e-mail or other electronic communication device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) Transaction of business at any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed to be given and received by any director who attends the meeting without protesting on the record before its commencement about the lack of adequate notice.

(c) A director who participates in any meeting of the Board in person, or by conference telephone or similar communications equipment, without making a protest on the record before its commencement will be deemed present and to have waived any defect in the content or timing of notice of the meeting.

**3.12. Telephonic Participation in Meetings.**

Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

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**3.13. Quorum of Board.**

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not more than 30 days from the date of the original meeting. At a reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**3.14. Conduct of Meetings.**

The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

**3.15. Open Meetings; Executive Session.**

(a) Subject to the provisions of Section 3.13(c), all Board meetings shall be open to all Owners; but attendees other than directors may not participate in any discussion or deliberation unless a director requests that they be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) The President may allow Owners in Good Standing to offer comments on agenda items prior to the start of the business portion of the agenda. The President may also allow for comments on non-agenda items after the business portion of the meeting has concluded and before the meeting is adjourned. In such case, the President may limit the time any individual may speak.

(c) Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a confidential or sensitive nature, such as pending or threatened litigation, to consult with legal counsel, personnel matters, etc. Director(s) who may be party to litigation or legal action shall be excluded from any executive session where the specific issue is being discussed.

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3.16. Action Without a Formal Meeting.

Any action which may be taken at a meeting of the directors may be taken without a meeting if a consent in writing or e-mail, setting forth the action so taken, is signed or returned by all of the directors, and such consents shall have the same force and effect as a unanimous vote. The results of such action shall be presented to and recorded by the Secretary in the minutes of the next scheduled Board meeting.

**Article IV. Officers**

4.1. Officers.

Officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President, the Vice President, the Secretary and Treasurer shall be elected from among Board members; other officers may, but need not, be Board members. The Board may appoint such other officers as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office.

The Board shall elect the Association's officers at the organizational meeting to be held within ten (10) days following each annual meeting of the Owners. Officers shall serve for one (1) year and until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer at any time, with or without reason, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Resignation.

Any officer may resign at any time by giving written notice to the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice.

**Article V. Administration**

5.1. Powers and Duties of Board.

(a) General Authority. The Board shall be responsible for conducting the affairs of the Association and shall be authorized to exercise all rights and powers of the Association and to do all acts and things on behalf of the Association except those as to which the Governing Documents or

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Pennsylvania law specifically require to be done or approved by the Owners or the membership generally. The Board shall have all powers necessary for the administration of the Association's affairs, including, but not limited to, all powers provided in the Uniform Planned Community Act and the Nonprofit Corporation Law.

(b) Duties. Duties of the Board shall include, without limitation:

(i) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Service Area Expenses;

(ii) levying and collecting assessments, fees, fines, interest, late charges and any other sum or sums which may become due from the Owners;

(iii) providing for the operation, care, upkeep, maintenance, repair and replacement of the Area of Common Responsibility consistent with the Community-Wide Standard;

(iv) designating, hiring and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(v) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to administer and operate the Association and to provide for the operation, care, upkeep, maintenance, repair and replacement of the Area of Common Responsibility; provided, any reserve funds may be deposited, in the Board's best judgment, in depositories other than banks;

(vi) making, amending and enforcing the Restrictions and Rules in accordance with the Declaration;

(vii) opening bank accounts on behalf of the Association and designating the signatories required;

(viii) making or contracting for the making of maintenance, repairs, replacements, additions and improvements to or alterations of the Area of Common Responsibility in accordance with the Declaration and these By-Law;

(ix) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner

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provided in the Declaration;

(x) obtaining and carryings blanket property and general liability insurance, directors and officers liability, fidelity insurance and such other insurance as provided in the Declaration or applicable law, paying the cost thereof, and filing and adjusting claims, as appropriate;

(xi) paying the cost of all services rendered to the Association;

(xii) keeping books with detailed accounts of the Association's receipts and expenditures;

(xiii) making available for examination by any Owner and the holders, insurers and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records and financial statements of the Association as provided in Section 8.3;

(xiv) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(xv) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Pennsylvania law, the Articles of Incorporation or the Declaration; and

(xvi) assisting in the resolution of disputes between owners and others without litigation, as may be set forth in the Governing Documents.

(c) Board Standards. In the performance of their duties, the directors and officers shall stand in a fiduciary relationship to the Association. The directors and officers must perform their duties, including their duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association, and with care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances (the "Business Judgment Rule"). The actions of the Board in conducting the Association's affairs, shall be evaluated and governed under the Business Judgment Rule.

The actions of the Board in conducting the Association's affairs shall also be governed and evaluated under the rule of reasonableness. The rule of reasonable requires the Board to act in a fair and nondiscriminatory manner and to adhere to the procedures established in the Governing Documents.

The Board and any committee which the Board appoints shall carry out their responsibilities in accordance with the operational standards set forth in the Governing Documents or such higher standards as the Board may establish



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from time-to-time through the adoption of guidelines, procedures or rules and regulations. Operational standards, guidelines, procedures and rules and regulations may evolve and be modified by the Board from time-to-time as the needs and demands of Park Place change.

The burden of proof in any challenge to a decision of the Board shall be on the party asserting the challenge.

It is intended that the highest and broadest duties which the directors owe to the Association will be those specifically set forth in this Section and applicable law.

**5.2 Powers and Duties of Officers.**

The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose upon them. The Association's officers are as follows:

(a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board and the Members. The President shall see that decisions, policies and resolutions of the Board are carried out. The President may sign agreements, contracts, notes, leases, mortgages, deeds, checks and all other written instruments on behalf of the Association. The President may call special meetings of the Owners or the Board. The President shall be an ex-officio, non-voting member of all committees, if any, appointed by the Board. The President shall otherwise exercise all the powers and duties ordinarily attributable to the chief executive officer of a Pennsylvania Non-Profit Corporation.

(b) Vice-President. The Vice-President shall perform all the duties of the President in the President's absence or disability, and such other duties as may be assigned by the Board.

(c) Secretary. The Secretary shall have charge of, and shall keep and record, or cause to be kept and recorded, the votes and minutes of the proceedings of all meetings of the Board and the Owners in a minute book to be kept for the purpose. The minute book may be kept in electronic format provided that it may be made available for inspection in accordance with Section 8.3 below. The Secretary shall also keep: the books and records of the Association; a membership book containing the names and addresses of all of the Class "A" Owners; a list of the names and addresses of all of the Class "A" Owners in Good Standing; the corporate seal of the Association and affix it on all documents requiring said seal. The Secretary shall also: give notice of meetings of the Board and of the Owners; prepare all ballot and proxy forms; take charge of and retain for a period determined by the Board all ballots cast and proxy forms signed by the Owners; have charge of, and shall carry-out, receive, transmit and keep records of all correspondence, notices, and

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communications between the Association, the Owners and all other persons, partnerships, corporations, government agencies and bodies, and other entities who may correspond or do business with the Association, including, but not limited to, notices to the Members of the approval of any budget and any changes thereto, as well as any capital expenditures approved by the Board, if any, as may be required by law. The Secretary may sign agreements, contracts, notes, leases, mortgages, deeds, checks and all other written instruments on behalf of the Association. The Secretary shall also perform such other duties as may be assigned from time-to-time by the Board. In performing the aforesaid functions and duties, the Secretary may act by and through, and with the aid and assistance of, an assistant secretary, the Association's management agent, or as may otherwise be authorized by the Board.

(d) Treasurer. The Treasurer shall have charge of, and shall receive and deposit into accounts designated by the Board, all monies of the Association, and disperse such funds as authorized by the Board. The Treasurer shall: sign notes and checks; keep or cause to be kept, correct, complete and proper books of account; cause an annual audit of the Association's books to be made by an independent accountant at the completion of each fiscal year, which audit must contain a balance sheet and a statement of revenues and expenses for the Association; and make the balance sheet, statement of revenues and expenses and audit available, upon request, to each Owner after the Board approves the audit. The Treasurer shall prepare an annual budget for review and adoption by the Board, together with an annual statement of income and expenses. The Treasurer shall present the annual budget adopted by the Board and the annual statement to the Owners at the Annual Meeting. The Treasurer may sign notes, mortgages, checks and all other financial instruments on behalf of the Association. In performing the Treasurer's functions and duties, the Treasurer may act by and through, and with the aid and assistance of, an assistant treasurer, a finance committee appointed by the Board, the Association's management agent, or as may otherwise be authorized by the Board.

**5.3 Compensation of Directors and Officers.**

Directors and officers shall not receive any compensation from the Association. However, any officer or director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the directors other than the director requesting the reimbursement. Nothing herein shall prohibit the Association from compensating an officer or director, or any entity with which an officer or director is affiliated, for services or supplies furnished to the Association in a capacity other than as an officer or director pursuant to a contract or agreement with the Association, provided that such officer's or director's interest was made known to the Board in writing prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

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5.4 Management Agent.

The Board may employ for the Association a professional management agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making or decision-making authority or ultimate responsibility for those duties set forth in Section 5.1(b).

The Board may delegate to one of its members or an executive committee the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value which might be received by the managing agent must be disclosed to the Board and must be used or applied to the benefit of the Association. Any financial or other interest which the managing agent may have or possess, without regard for whether directly or indirectly, in any business, corporation, firm or other vendor providing goods or services must be disclosed to the Board in writing before the business, corporation, firm or other vendor may enter into a contract with the Association.

5.5 Committees.

(a) General. In addition to those committees specifically authorized elsewhere in the Governing Documents and in this Section 5.5, the Board may appoint such committees, including, but not limited to, an executive committee, as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. The Board may appoint or remove any committee member or members at any time, with or without reason, and may fill any vacancy in a committee at any time. The Board may appoint or remove any committee chairperson at any time, with or without reason, and may fill any vacancy in the chair of a committee at any time.

(b) Covenants Committee. The Board may appoint a Covenants Committee consisting of at least three and no more than seven Owners in Good Standing of which one shall be a Class "B" member. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article VII, Paragraph (b) of these By-Laws.

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(c) Service Area Committees. Each Service Area which does not have a formal organizational structure may elect a Service Area Committee to recommend the nature and extent of services, if any, to be provided to the Service Area by the Association in addition to those provided to all Owners of the Association in accordance with the Declaration. A Service Area Committee may advise the Board on any other issue but shall not have the authority to bind the Association or the Board. Formation of a Service Area Committee requires an approval vote of at least sixty-seven (67%) percent of the Owners of Units within the Service Area. If approved, the Service Area Committee shall consist of three members who are the Owners in Good Standing of Units located within the Service Area.

Members of a Service Area Committee shall be elected by a plurality of the votes cast by the Owners of Units within the Service Area or their proxies, which votes may, in the Board's discretion, be cast at a meeting of such Owners and their proxies, or by mail, or by such other means as the Board may establish for returning ballots and conducting such elections. Only those persons from a Service Area who would be eligible to serve on the Board shall be eligible to serve on the Service Area Committee for such Service Area.

Service Area Committee members shall be elected for a term of one year or until their successors are elected an annual Service Area meeting which shall be held in August, or as soon thereafter as may be specified by the Board, but no later than September 14th. The Committee shall elect a chairperson who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.11, 3.12, and 3.13. Meetings of a Service Area Committee shall be open to all Owners in Good Standing of Units in the Service Area and their representatives. Members of a Service Area Committee may act by unanimous written consent in lieu of a meeting.

5.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution.

5.7 Right to Contract.

The Association shall have the right to enter into contracts and to incur liabilities for the performance of various duties and functions as may be required or permitted by the Governing Documents or applicable law.

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**Article VI. Accounting and Financial Matters**

6.1 Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Accounting.

The following accounting standards shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts.

6.3 Reports.

(a) Financial reports shall be prepared for the Board at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period;  
and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments, fines, fees or other charges at the time of the report and describing the status of any action to collect such assessments, fines, fees or charges of any account ninety (90) days or more remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15<sup>th</sup> day following the due date unless otherwise specified by Board resolution); and

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(b) An annual report consisting of at least the following shall be made available to all Owners within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public account; provided, upon written request of any holder, guarantor or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement.

**6.4 Borrowing.**

The Association shall, with Board approval, and subject to the procedures set forth below, have the power to borrow money for any legal purpose; provided, that the Board shall send notice of the reason for borrowing money, including the principal amount of the intended loan, to the Owners at least 30 days prior to the loan closing. The Association shall be deemed to be authorized to close the loan unless the loan is disapproved at a meeting of Owners in Good Standing representing at least 75% of the total Class "A" votes in the Association.

**Article VII. Enforcement Procedures**

**7.1 Enforcement.**

The Association shall have the power, as provided in the Declaration or applicable law, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Declaration, the Board shall comply with the following procedures prior to imposition of sanctions:

(a) Notice. The Board, any officer or the management agent shall serve the Owner of the Unit where the alleged violation occurred, or the Owner of the Unit where the person who committed the alleged violation resides, with written notice describing (i) the nature of the alleged violation, (ii) the proposed costs, fees, expenses or fines to be imposed as well as any work or services which may need to be performed to repair or replace any damaged or disturbed part or portion of the Area of Common Responsibility or return a Unit to its prior appearance, condition or function, (iii) a period of not less than 10 days within which the alleged violator may appeal by submitting a written request for a hearing to the Board or the Covenants Committee if one has been appointed, pursuant to Article V; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless an appeal is begun by submitting a written request for a hearing to the Board, or Covenants Committee if appointed, within 10 days of the notice. The notice may be served by hand delivery to the Owner, by first class mail, all postage prepaid, directed to the Owner's Unit or such other address as the Owner may provide to the Association, or by facsimile or e-mail to a telephone number or e-mail address provided to the Association by the Owner. If a timely request for a hearing is not submitted to the Board, or the Covenants Committee if appointed, then the

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costs, fees, expenses or fines stated in the notice shall be imposed and the Owner will be required to promptly repair or replace any damaged or disturbed part or portion of the Area of Common Responsibility and return the Unit to its prior appearance, condition or function; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision of the Covenants Committee to the Board. To exercise this right, a written notice of appeal must be received by the Association's manager, President or Secretary within 10 days after the hearing date.

(d) Rules and Regulations. The Board shall have the power to adopt and amend from time-to-time rules and regulations governing enforcement, notice, hearing and appeal procedures, including, but not limited to, fines and sanctions imposed for violations of the Governing Documents.

**Article VIII. Miscellaneous**

**8.1. Parliamentary Rules.**

Except as may be modified by Board resolution from time-to-time, Roberts Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Pennsylvania law or the Governing Documents.

**8.2. Conflicts.**

If there is a conflict between the Declaration and the By-Laws, then the Declaration shall prevail except to the extent the Declaration is inconsistent with the Uniform Planned Community Act, in which event the Uniform Planned Community Act shall prevail. Except as provided above, if there are conflicts among the provisions of Pennsylvania law, the Articles of Incorporation, the

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Declaration and these By-laws, then the provisions of Pennsylvania law, the Declaration, the Articles of Incorporation and the By-Laws shall, in that order, prevail.

**8.3. Books and Records.**

(a) Inspection by Owners and Mortgages. Every Owner shall, upon written verified demand stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the Governing Documents, the membership register, books and records of account, and records of the proceedings of the Owners, the Board and committees, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to the interest of the person as an Owner. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of an Owner. The written demand to examine shall be directed to the Association. The examination shall take place at the Association's office or at such other place within Park Place as the Board shall designate.

(b) Rules for Examination. The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made.

(c) Confidential Documents. Confidential books and records shall not be subject to examination. Confidential books and records shall include:

- (i) confidential correspondence, documents, memoranda and notes received from, or exchanged with, the Association's attorneys including, but not limited to, correspondence, documents, memoranda and notes which are subject to the attorney-client privilege;
- (ii) except for pleadings or other documents filed with the Court, correspondence, documents, memoranda and notes related to ongoing litigation in which the Association, the Board or one or more officers is or are a party;
- (iii) minutes of executive sessions of meetings of the Board;
- (iv) Unit files for Units other than the Unit owned by the Owner who has made a request to examine the Association's books and records;



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- (v) documents, books, records, correspondence, memoranda, notes, checks or auto-debit which may include family, financial, medical or other personal information about an Owner or resident other than the Owner who has made a request to examine the Association's books and records; and
  - (vi) Requests for proposals, bids and proposed contracts which have not yet been reviewed and approved by the Board.
- (d) Examination by Directors. Every director shall have the absolute right at any reasonable time to examine all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of examination by a director includes the right to make a copy of relevant documents at the Association's expense.

8.4. Notices.

Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if:

- (a) delivered to an Owner personally by hand delivery, by courier, or by United States mail, first class postage prepaid, to an Owner at the address which the Owner has designated in writing and filed with the Secretary or management agent, or if no such address has been designated, at the address of the Unit owned by the Owner.
  - (i) Notice may also be given to an Owner by facsimile transmission, e-mail or other electronic communication to the facsimile number or address for e-mail or other electronic communications supplied to the Secretary or management agent by the Owner for purposes of notice.
  - (ii) Notice given personally by hand delivery, or by courier, first class mail, facsimile transmission, e-mail or other electronic communication, may be supplemented by also posting notice on the Association's website or by publishing notice in a newsletter issued by the Association. Notice given by posting on the Association's website or by publication in a newsletter issued by the Association shall be deemed to be good notice if posted on the Association's website or published in a newsletter issued to the Owners by the Association not less than ten (10), nor more than sixty (60) days, before the date of a meeting or the initial enforcement date of a Rule and Regulation, policy or procedure.

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- (b) Notice may be given to the Association or the Board at the principal office of the Association or to the managing agent, or to such other address as may be designated from time-to-time by notice in writing to the Owners pursuant to this Section; or
- (c) Notice may be given to any committee at the principal office of the Association or to the managing agent, or to such other address as may be designated from time-to-time by notice in writing to the Owners pursuant to this Section.

**8.5. Amendment.**

- (a) By Owners Generally. Except as may be provided herein, these By-Laws and the Articles of Incorporation may be amended only by the affirmative vote or written consent, or any combination thereof, of a Majority of the Class "A" Owners in Good Standing. Article IX of these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of a Majority of the Class "A" Owners in Good Standing plus the approval of the Class "B" Owners.
- (b) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon certification of adoption by the President or Secretary. Any procedural challenge to an amendment must be made within six months after its certification by the President or Secretary, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

**8.6. Alternative Dispute Resolution.**

- (a) Alternative Dispute Resolution Between an Owner and Association. Except as provided below, any Bound Party, as described in Declaration Article XIII, Section 13.1.(a), may submit a written request to the Board to have any Dispute, as described in Declaration Article XIII, Section 13.1.(b), the Owner may have with the Association submitted to arbitration or mediation. The Board may agree to submit a Dispute to arbitration or mediation, except as follows:
  - (i) No action, claim or suit by the Association against an Owner for the collection of unpaid assessments, fees, charges, late charges, costs, fines or interest authorized in the Governing Documents or by applicable law is subject to being submitted to mediation or arbitration, except upon approval by a vote of a majority of the members of the Board; and

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- (ii) No action or suit by the Association to foreclose its lien against a Unit for unpaid assessments, fees, charges, late charges, costs, fines or interest authorized in the Governing Documents or by applicable law is subject to being submitted to mediation or arbitration; and
  - (iii) No action or suit seeking equitable relief is subject to being submitted to mediation or arbitration.
  - (iv) If the Board agrees to accept a request for mediation or arbitration between an Owner and the Association, then the Board shall appoint a Dispute Resolution Committee (the "DRC") which will be comprised of three (3) members selected by the Board. The Board may appoint one or more Owners in Good Standing to serve as members of the DRC. The Board may also appoint one or more professionals, including, but not limited to, an architect, contractor, engineer or surveyor, to serve as members of the DRC.
- (b) Alternative Dispute Resolution Between Owners. Two or more Owners may submit a written request to the Board to have a dispute between the Owners submitted to arbitration or mediation. The Board may agree accept the request for mediation or arbitration.
- (i) If the Board agrees to accept a request for mediation or arbitration between two or more Owners, then the Board shall appoint a DRC which will be comprised of three (3) members selected by the Board. The Board may appoint one or more of the members of the Board or Owners in Good Standing to serve as members of the DRC. The Board may also appoint one or more professionals, including, but not limited to, the Association's Manager, accountant, architect, engineer, lawyer or surveyor, to serve as members of the DRC.
- (c) Alternative Dispute Resolution Committee. The Board may appoint a DRC at the time that it agrees to accept a request for mediation or arbitration. The scope of the DRC's authority will be to conduct an arbitration or mediation in accordance with this Section 8.6 and the Alternative Dispute Resolution Rules, and to render a decision on the dispute submitted to arbitration or mediation before the DRC. Any decision rendered by the DRC must be issued in writing to the Board and to each of the parties to the arbitration or dispute.
- (d) Alternative Dispute Resolution Rules. The Board shall have the power to adopt, amend, change, expand, modify, replace and withdraw from time-to-time Alternative Dispute Resolution Rules to govern arbitration and mediation procedures, including, but not limited to, procedures for conducting an arbitration hearing or mediation session before the DRC.

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- (e) Alternative Dispute Resolution Procedures. The following procedures shall be applied to the arbitration and mediation procedures conducted by a DRC:
- (i) The DRC shall be obligated to apply the Declaration, the By-Laws, the Rules and Regulations, including any Alternative Dispute Resolution Rules, and the Pattern Book, as they may be amended or supplemented from time-to-time.
  - (ii) Unless otherwise extended by written, signed agreement of all parties participating in an arbitration or mediation, the DRC must complete any arbitration hearings or mediation sessions and render a decision within one hundred (100) days from the date upon which the Owner, or Owners, submitted a written request to the Board for arbitration or mediation.
  - (iii) All parties participating in the arbitration or mediation may be represented by legal counsel of their choice during the arbitration or mediation process, including during any arbitration hearing or mediation session. However, each party to the arbitration or mediation shall bear its own attorneys' fees.
  - (iv) Written applications, correspondence, memoranda, plans, specifications and any other documents which may have been exchanged with or submitted to the Association, the Board or any committee, together with any prior decisions issued by the Board or a committee on the issue or matter submitted to arbitration or mediation, shall be submitted to and may be considered by the DRC.
  - (v) The DRC shall not be required to hear testimony or admit evidence which is hearsay, irrelevant or merely cumulative.
  - (vi) The DRC may, with the Board's authorization, consult with and obtain guidance from professionals, including, but not limited to, the Association's Manager, accountant, architect, engineer, lawyer or surveyor, with respect to any issue, matter or question submitted to arbitration or mediation before the DRC.
  - (vii) All costs, fees and expenses incurred by the DRC with respect to the arbitration or mediation, including, but not limited to, costs, fees and expenses to consult with and obtain guidance from professionals, shall be borne equally by the parties to the arbitration or mediation.

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**Article IX. Clubhouse & Pool Recreational Facilities**

9.1. Clubhouse and Pool Board.

Oversight of the Clubhouse and Pool shall be by a Clubhouse and Pool Board. The Clubhouse and Pool Board shall consist of 3 members appointed by the Association Board Class "A" members and 3 members appointed by the Class "B" Owner(s) of which one each shall represent the M1 Phase, M2 Phase and Phase 8. The Clubhouse and Pool Board shall review recommendations from the Clubhouse and Pool Committee or individual owners. A majority of the Clubhouse and Pool Board members shall be required to make an "endorsed" recommendation to the Association Board. The Association Board may, but shall not be obligated, to accept any such endorsed recommendations. The Clubhouse and Pool Board does not possess the power to spend money, nor the power to enter into agreements, contracts, leases, licenses or any other obligations.

9.2. Clubhouse and Pool Committee.

A Clubhouse and Pool Committee shall be consist of 7 or 9 members. The committee members shall be selected by Clubhouse and Pool Board. The committee chairperson shall be appointed by the Clubhouse and Pool Board.

The Clubhouse and Pool Committee shall operate under the Clubhouse and Pool Board and provide community input into the budget, operation, Clubhouse and Pool Rules and Regulations, facility maintenance, and recommend improvements. The committee shall meet monthly during pool season (May – September) and at least once in the 1<sup>st</sup> quarter (Jan-Mar) and 4<sup>th</sup> quarter (Oct-Dec).

9.3. Clubhouse and Pool Capital Improvements.

Capital improvements to clubhouse, pool or recreational facilities within the clubhouse and pool boundaries shall require a unanimous endorsement vote by the Clubhouse and Pool Board. This recommendation must then be presented for approved to the Association Board. Owners' approval may also be required in accordance with applicable sections of the Declarations and/or By-Laws.

Failure of the Clubhouse and Pool Board to endorse a capital improvement project or failure of the Association Board and/or Owners to approve funding shall not prevent implementation of the project if either the Association Class "A" members or Class "B" members decide to provide the necessary funding. Upon completion of the improvement project all associated structures, equipment, etc. shall become the property of the Association, and open/available to all Association Owners. Any operational and/or maintenance costs shall be included in the Clubhouse and Pool operating budget.

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9.4. Clubhouse and Pool Management Company.

- (a) The Clubhouse and Pool Board shall recommend, in accordance with section 9.1, a Clubhouse and Pool Management Company to the Association Board for approval. The Clubhouse and Pool Board shall seek a minimum of 3 bids. The management contract shall not exceed 3 years but may contain language that allows for up to an additional 3 year period if the contract contains a right of termination exercisable by the Association, with or without cause and without penalty with 90 days' written notice. In any case the total contract period shall not exceed 5 years including any extensions.
  
- (b) During the period of time that Morgan Properties owns the M-1 Phase, M-2 Phase and Phase 8 apartments, the Clubhouse and Pool Board shall allow any management company owned or recommended by Capital Management to reduce their bid to no more than 5% over the lowest responsible bid. For example, if the lowest responsible bid was 5% of the budgeted costs, the Morgan Properties owned Management Company could revise their proposal to no more than 5.25% of the budgeted costs. The Morgan Properties owned Management Company shall be selected as the management company if they are within these requirements. Section 9.4(b) shall not apply if Morgan Properties sells, transfers or divest direct ownership in any of the apartment phases (M-1, M-2 and 8). Section 9.4(b) is not assignable.

9.5 Clubhouse and Pool Recreational Facility Fees.

The Class "B" Owners shall pay a fixed monthly per unit/apartment fee in accordance with Exhibit "E" of the Declaration of Covenants, Conditions, and Restrictions.

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**CERTIFICATION**


I, the undersigned, do hereby certify:

That I am the duly elected President of Park Place Cranberry Association, Inc., a Pennsylvania nonprofit corporation;

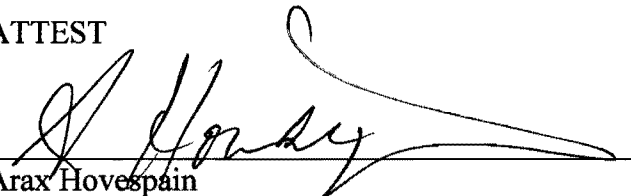
That the foregoing Amended By-Laws constitute revised By-Laws of said Association, as duly adopted at a meeting of the Owners held on the 15th day of November, 2018.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of said Association this 28 day of November, 2018.

PARK PLACE CRANBERRY ASSOCIATION, INC.

By:   
Andrew P. Drake  
President, Park Place Cranberry Association, Inc.

ATTEST

  
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