

BYLAWS
OF
THE SPRINGFIELD CONDOMINIUM ASSOCIATION

**Pursuant to the provisions of the
Pennsylvania Uniform Condominium Act,
68 Pa.C.S. § 3101 et seq.**

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BYLAWS

THE SPRINGFIELD CONDOMINIUM ASSOCIATION

Sixth Ward of the City of Pittsburgh, Allegheny County Commonwealth of Pennsylvania

These Bylaws have been adopted this _____ day of _____, 2023, by the persons constituting all of the members of the first Executive Board of The Springfield Condominium Association, an unincorporated association (the “**Association**”).

W I T N E S S E T H:

ARTICLE I

INTRODUCTORY PROVISIONS

1.1 Applicability. These Bylaws of The Springfield Condominium Association (“**Bylaws**”) shall relate solely to the property called The Springfield Condominium, located at 3080 Smallman Street, Pittsburgh, PA 15201, Allegheny County, Commonwealth of Pennsylvania (the “**Property**”), more fully described in the Declaration of Condominium of The Springfield Condominium, dated _____ and recorded in The Department of Real Estate of Allegheny County, Pennsylvania at _____, together with the Plats and Plans recorded contemporaneously therewith, as the same may be amended from time to time (collectively, the “**Declaration**”).

1.2 Definitions. The capitalized terms used, but not defined, herein shall have the meaning given to such terms in the Declaration and the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §3101 et seq. (the “**Act**”). Unless otherwise provided in the Act, in the event of inconsistencies in definitions between the Act and the Declaration, the Declaration shall control.

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

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

1.5 Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Pennsylvania Uniform Unincorporated Nonprofit Association Law, 15 Pa.C.S. § 9111 et seq., as amended from time to time hereafter (the “**Association Law**”). The Board of Directors described therein shall be referred to in these Bylaws and in the Declaration as the “**Executive Board**.”

ARTICLE II

THE ASSOCIATION

2.1 Membership. The Association shall be organized as a Pennsylvania nonprofit unincorporated association, prior to the sale of a Unit. All members of the Association shall be

Unit Owners. Declarant, being the initial owner of all Units, shall initially constitute all of the members of the Association. A person shall automatically become a member of the Association at the time he or she acquires legal title to a Unit, and shall continue to be a member as long as he or she continues to hold title to the Unit. A Unit Owner shall not be permitted to resign from membership in the Association prior to the time at which the Owner transfers title to the Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member with regard to a Unit until satisfactory evidence of the recording of the instrument transferring title is presented to the Secretary of the Executive Board (the “**Secretary**”). The date of recordation of an instrument of conveyance in The Department of Real Estate of Allegheny County, Pennsylvania shall be determinative of all disputes concerning the date of transfer of title to any Unit or Units. For purposes of exercising the rights of a Unit Owner under these Bylaws or the Declaration, each Unit Owner that is a corporation, partnership, limited liability company, unincorporated association, trust, or other legal entity must designate one person who shall have the right to cast the vote of the Unit Owner at any meeting of the Association, whether in person or by proxy. To be effective, the designation must be in writing, addressed to the Secretary, and shall be effective until revoked in writing by the record Unit Owner in accordance with the Unit Owner’s governing documents.

2.2 Meetings. Meetings of the Association shall be conducted in accordance with the following:

(a) Annual Meetings.

(i) The annual meeting of the Association (the “**Annual Meeting**”) shall be held in April of each year or on some other date determined by the Executive Board, but in any event not less than once every twelve (12) months.

(ii) The purpose of the Annual Meeting shall be to elect the members of the Executive Board, unless that action is being taken pursuant to the provisions of Section 2.2(g) hereof or Section 3.5 hereof, and to conduct other business as may be required or permitted by law, the Declaration, or these Bylaws to be done by a vote of Unit Owners. As used herein, the term “**vote**” shall mean the expression of choice on behalf of all owners of one (1) Unit, in any election to choose officers or determine policies or propositions. At each Annual Meeting, (A) the Treasurer of the Executive Board (the “**Treasurer**”) shall present a financial report including an annual balance sheet and operating statement reflecting income and expenditures of the Association for the immediately preceding fiscal year; and (B) the Secretary shall review the insurance coverage of the Condominium and present the same for discussion and adjustment by the Executive Board as needed. A copy of the financial report shall be sent to each Unit Owner not less than five (5) days prior to the Annual Meeting.

(b) Special Meetings.

(i) The President of the Executive Board (the “**President**”) shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon petition signed and presented to the Secretary by Unit Owners holding at least twenty-five

percent (25%) of the votes in the Association (each a “**Special Meeting**”). The notice of any Special Meeting shall state the time, the place, and purpose of such meeting. Such meeting shall be held within forty-five (45) days after receipt by the President or Secretary, as applicable, of a resolution or petition therefor; provided, however, if the purpose includes the consideration of the rejection of a Budget (as such term is defined in the Declaration) or a capital expenditure pursuant to Article V hereof, the meeting shall be held within fifteen (15) days after receipt by the President or Secretary, as applicable, of the resolution or petition therefor. No business shall be transacted at a Special Meeting except as stated in the applicable notice therefor.

(ii) Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, (A) not less than twenty-five percent (25%) of the members of the Executive Board shall resign (such resigning members to be determined by Declarant), and (B) thereupon a Special Meeting of the Association shall be held at which such resigning members shall be replaced by Executive Board members elected by the Units Owners, excluding Declarant. Such successor members shall serve until the Annual Meeting of the Association following the meeting at which the successor members were elected.

(iii) Within sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, a Special Meeting of the Association shall be held resulting in not less than thirty-three and a third percent (33 1/3%) of the members of the Executive Board (inclusive of those members (and their successors) elected pursuant to subsection (ii) above), being elected by Unit Owners, excluding Declarant. In the event any members are required to resign to achieve such result, such resigning members shall be determined by Declarant. Such successor members shall serve until the Annual Meeting of the Association following the meeting at which the successor members were elected. For the avoidance of doubt in the event the election held pursuant to subsection (ii) above resulted in not less than thirty-three and a third percent (33 1/3%) of the members of the Executive Board being elected by Unit Owners, excluding Declarant, then no additional election would be required pursuant to this subsection (iii).

(iv) No later than the earlier of (i) seven (7) years after the date of the first conveyance of a Unit to a purchaser other than Declarant, or (ii) one hundred eighty (180) days after seventy-five percent (75%) of the Units have been conveyed by Declarant to Unit Owners other than Declarant, a Special Meeting of the Association shall be held at which all of the members of the Executive Board shall resign and the Unit Owners, including Declarant if Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place of those resigning. Fifty percent (50%) of the successor members (with such resulting number being rounded to the nearest whole number) shall serve until the second Annual Meeting of the Association next following the date of such election. Such members serving until the second Annual Meeting shall be those members which received the highest number of votes. The remainder of the successor members shall serve until the first Annual Meeting following the date of such election.

(c) Notice. Notices to Unit Owners of meetings of the Association or meetings of the Executive Board that Unit Owners who are not Executive Board members are entitled or invited to attend pursuant to Section 3.3(e) hereof, shall be delivered either by hand or by prepaid mail to the mailing address of each Unit or to another mailing address designated in

writing by the Unit Owner to the Executive Board. If a notice sent to Unit Owners pursuant to the previous sentence includes an item on the proposed agenda that would require the approval of a Mortgagee Majority pursuant to Section 10.7 of the Declaration, a copy of that notice shall also be sent to the holders of all mortgages. However, copies of notices of impending meetings shall be provided to the holders of mortgages strictly as a courtesy and the failure of the Association or the Executive Board to provide any Mortgagee with a copy of such notice shall not invalidate any actions taken by the Association or the Executive Board or subject any members of the Association or the Executive Board to any liability whatsoever. All such notices shall be delivered to all Unit Owners (and holders of mortgages, if applicable) not less than ten (10) nor more than sixty (60) days in advance of the date of the meeting to which the notice relates and must state the date, time, and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget or assessment changes and, where the declaration or bylaws require approval of unit owners, any proposal to remove an executive board member or officer. No subject may be dealt with at any Annual or Special Meeting of the Association unless the notice for the meeting stated that such subject would be discussed at the meeting. The Secretary must arrange for all notices to be delivered as stated here.

Notices sent by mail shall be deemed to have been delivered on the second day after the date of mailing in the case of mailed notices, or the date of deposit in the Unit Owner's (or if applicable, in the Mortgagee's) mailbox in the case of hand delivery. The notice of a meeting may be delivered by electronic means if the Unit Owner has agreed in writing to accept the notice by electronic means.

Virtual meetings of the Association conducted by remote technology must be noticed by (x) either first class or express mail, postage prepaid, or courier service, charges prepaid to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, and notice shall be deemed given when deposited in the United States mail or with a courier service for delivery to the Unit Owner, or the date of deposit in the Unit Owner's mailbox in the case of hand delivery; or (y) facsimile transmission, e-mail or other electronic communication to the Unit Owner's facsimile number or address for e-mail or other electronic communications supplied by the Unit Owner, provided that the Unit Owner has agreed in writing to accept the notice by electronic means, and such notice shall be deemed given when sent.

(d) Quorum. Except as set forth below, the presence in person or by proxy at the commencement of a meeting of Unit Owners authorized to cast forty percent (40%) or more of the votes shall constitute a quorum at all meetings of the Association. If a quorum is not present, Unit Owners authorized to cast a majority of the votes represented at the meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original meeting was called. If a meeting is adjourned, at the second or any subsequent meeting convened for such purpose, the presence in person or by proxy at the commencement of such meeting of Unit Owners authorized to cast twenty percent (20%) of the votes shall constitute a quorum.

(e) Voting. Each Unit shall have an equal vote in the Association. Where the ownership of a Unit is in more than one person, the person who is entitled to vote on behalf of the Unit shall be the person named in a notarized certificate executed by all of the Unit Owners

of the Unit and filed with the Secretary or, in the absence of representation of such named person at the meeting (by presence or proxy) or the failure to execute and file such a certificate, then the vote shall be cast only in accordance with the unanimous agreement of all owners of such Unit. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the vote allocated to that Unit (in person or by proxy) without protest being made promptly to the person presiding over the meeting (in person or by proxy) by any of the other owners of the Unit. The certificate shall be valid until revoked by subsequent certificate similarly executed. Except with respect to the election of members of the Executive Board and except where a greater number is required by the Act, the Declaration, or these Bylaws, the vote of at least fifty percent (50%) of the possible votes in the Association voting in person or by proxy at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. Those candidates for election receiving the greatest number of votes cast in the elections shall be elected and, if the Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. Except as set forth in Sections 2.2(b)(ii) and (iii) above, if Declarant owns or holds title to one or more Units, Declarant shall have the right at any meeting of the Association to cast the votes to which that Unit or those Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

(f) Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Unit Owners through a duly executed and notarized proxy. Proxies shall be duly executed in a notarized writing, shall be valid only for the particular meeting designated therein, and must be filed with the Secretary before the appointed time of the meeting. The proxy shall be deemed revoked only by actual receipt by the person presiding over the meeting of a written notarized notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one (1) year after its execution. A proxy is void if it is not dated or purports to be revocable without notice.

(g) Actions of Association Without a Meeting. Any action required or permitted to be taken by a vote of the Association may be taken without a meeting by the written consent, stating the action so taken, of at least that number of Unit Owners whose votes would have otherwise been sufficient to take the action if a meeting had been held at which all Unit Owners were present.

(h) Conduct of Meetings. The President (or in his or her absence, the Vice President, as such term is defined in Section 4.2(b) hereof) shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring at the meeting. The then-current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws, or the Act. All votes shall be tallied by a teller or tellers appointed by the President.

(i) Use of Remote Technology. An individual may participate in a meeting of the Association by means of a conference telephone or other remote electronic technology, including the internet, which allows participants in the meeting to hear each other. Participation

in a meeting as authorized under this subsection shall be deemed in-person attendance at the meeting.

2.3 Disputes.

(a) Any disputes between or among the Association, any Unit Owner or Owners, the Declarant, or any director, officer, partner, employer, subcontractor, or agent of Declarant, the Executive Board or any officer or Executive Board member, and relating to any questions of interpretation or application of the provisions of the Condominium Documents, the use or condition of the Property, and/or the design, construction, and installation of any Buildings or other improvements located thereon or therein, and/or relating to representations, disclosures, or other conduct with respect to sales of Units by the Declarant, shall be henceforth called a “**Condominium Claim**”.

(b) In the event of any Condominium Claim, the determination thereof by the Executive Board shall be final and binding on all Unit Owners. The Executive Board has the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its rights and responsibilities under this Section 2.3. All costs of obtaining such a judgment shall be borne by, and shall be assessed against, the disputants, or in the absence of disputants, by and against the Association as a General Common Expense. Nothing in this Section 2.3, shall be construed to affect or impair the right of a Unit Owner, Executive Board, Declarant or Association to pursue a private cause of action or seek other relief.

(c) Notice. Any person or entity with a Condominium Claim (the “**Claimant**”) must notify the adverse party or parties (collectively, the “**Adverse Party**”) in writing of the claim; the writing must describe the nature of the claim and the proposed remedy (the “**Claim Notice**”).

(d) Right to Inspect and Right to Corrective Action. Within a reasonable period after receipt by the Adverse Party of the Claim Notice, which period must not exceed sixty (60) days, the Adverse Party and the Claimant must meet at a mutually acceptable place within the Property to discuss the claim. At the meeting or at another mutually agreeable time, the Adverse Party and its representative must have full access to the portion of the Property that is subject to the claim for the purposes of inspecting it. The parties must negotiate in good faith in an attempt to resolve the Claim. If the Adverse Party elects to take any corrective action to which the Claimant has consented, the Adverse Party and its representatives and agents must be provided full access to the Property to take and complete such corrective action.

(e) Alternative Dispute Resolution. Notwithstanding anything to the contrary herein, the Association, Executive Board, the Declarant, or a Unit Owner may submit any Condominium Claim to a procedure for settling a dispute by means other than litigation, such as arbitration or mediation (such means shall be referred to as “**Alternative Dispute Resolution**”); provided all parties to such dispute agree to Alternative Dispute Resolution. The costs and fees of Alternative Dispute Resolution, excluding attorney fees, shall be borne equally against all parties to such dispute.

(f) General. Except as otherwise set forth in this Section 2.3, in any dispute with respect to a Condominium Claim, each party will bear its own attorneys' fees. Any and all communications by and between the parties, whether written or oral, which are delivered by the parties or their attorneys or other representatives in an effort to settle a Condominium Claim will be considered communications undertaken in the course of effecting a settlement or compromise and as such will not be admissible as the admission on the part of any party or any representative or agent of that party to be used for any such purpose in any action or proceeding. Nothing in this Section 2.3 will be considered to reduce or extend any applicable statute of limitations or statute of repose.

ARTICLE III **EXECUTIVE BOARD**

3.1 Number and Qualification. The affairs of the Association shall be governed by the Executive Board. The Executive Board shall consist of five (5) members and each such member shall be a Unit Owner or be employed by, or be an officer, director, member or partner of, an entity-Unit Owner or the affiliate of an entity-Unit Owner. The Executive Board shall be elected at the Annual Meetings of the Association as provided herein; provided, however, the members of the initial Declarant-controlled Executive Board shall be appointed, removed and replaced from time to time by Declarant without the necessity of obtaining resignations.

3.2 Election and Term of Office.

(a) At the Annual Meeting of the Association, subject to Article XIII of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member (except as set forth in Sections 2.2(b)(ii) and (iii) and Section 3.5 of these Bylaws) shall be fixed at two (2) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself or herself.

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

(i) Any Unit Owner or any employee, officer, director, member or partner of an entity-Unit Owner or the affiliate of an entity-Unit Owner may seek election by submitting his or her name and a biographical sketch to the Secretary at least thirty (30) days before the meeting at which the election is to be held. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting.

(ii) Nominations may be submitted from the floor at a meeting at which the election is held for each vacancy on the Executive Board for which less than two (2) people have already submitted his or her name as a candidate for election.

(c) Pre-election sessions. In the event that there are more candidates than open positions on the Executive Board, then, upon request of one or more of the candidates, the Association shall hold a special session at least seven (7) days before the election of an Executive Board Member to allow the Unit Owners to meet each candidate for an Executive

Board position. Each candidate for an executive board position shall have equal time to address the Unit Owners during such special session.

3.3 Meetings. Meetings of the Executive Board shall be conducted in accordance with the following:

(a) Time and Location. The Executive Board shall hold an annual meeting within ten (10) days following the Annual Meeting of the Association for the purpose of electing officers to serve for the next ensuing calendar year, as more fully set forth in Article IV hereof, and for any other purpose that may be required or permitted by law, the Declaration, or these Bylaws. The Executive Board shall hold meetings at the call of the President or upon request to the President by at least a majority of the members of the Executive Board; provided, however, that:

(i) In any event, the Executive Board must meet at least three (3) times each fiscal year (in addition to the annual meeting of the Executive Board), unless all members of the Executive Board waive such requirement as to a particular meeting or meetings;

(ii) The Executive Board shall meet to approve the Budget for the following fiscal year of the Association at least sixty (60) days prior to the beginning of each fiscal year; and

(iii) The President must call any Executive Board meeting requested by a majority of the members of the Executive Board for a date occurring not less than ten (10) nor more than twenty (20) days after receipt of such request.

(iv) The President shall designate the time and location of Executive Board meetings.

(b) Notice. Not less than five (5) days prior to the time of any Executive Board meeting, a written notice stating the date, time, and place of the meeting must be delivered, either by hand or by mail, to each Executive Board member at the address given to the Executive Board by the Executive Board member for such purpose. Any Executive Board member may waive notice of a meeting, or consent to any action of the Executive Board without a meeting. An Executive Board member's attendance at a meeting constitutes his or her waiver of notice of the meeting. If all members are present at any meeting of the Executive Board, no notice is required and any business may be transacted at the meeting. No business shall be transacted at Executive Board meetings other than as specified in the notice thereof.

(c) Quorum and Voting of the Executive Board. Each Executive Board member is entitled to cast one vote. At all meetings of the Executive Board, a quorum shall be deemed present throughout the meeting if a majority of the members are present in person or by proxy at the beginning of the meeting, and the votes of a majority of the members voting at a meeting in person or by proxy at which a quorum is present shall constitute a decision of the Executive Board. A vote may be cast in person or by a duly executed and notarized proxy. Proxies shall be duly executed in a notarized writing, shall be valid only for the particular meeting designated therein, and must be filed with the Secretary before the appointed time of the meeting. The proxy shall be deemed revoked only by actual receipt by the person presiding over

the meeting of a written notarized notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one (1) year after its execution. A proxy is void if it is not dated or purports to be revocable without notice. If at any meeting of the Executive Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

(d) Organization. Executive Board meetings may be held under any reasonable rules consistent with these Bylaws that the Executive Board may determine. The Executive Board is hereby entitled to promulgate such rules. Except for the meeting to approve the Budget of the Association referred to in this Section 3.3(e), Unit Owners who are not Executive Board members shall not have the right to attend Executive Board meetings, but the Executive Board may, in its sole discretion, elect to allow such Unit Owners to attend a particular meeting or meetings. If the Executive Board does elect to allow Unit Owners who are not Executive Board members to attend a particular meeting or meetings, the Secretary of the Executive Board must give prior notice, in the manner provided in Section 2.2(c) hereof, to all Unit Owners of each meeting at which Unit Owners are entitled or invited to be present; however, the failure to give such notice shall neither invalidate any actions taken by the Executive Board at such meeting nor impose any liability on the Executive Board or its officers and/or members for the failure to give such notice. All Unit Owners have the right to attend and be heard, but not the right to vote, at the Executive Board meeting at which the fiscal year Budget of the Association is presented to the Executive Board for adoption. The Secretary of the Executive Board shall give Unit Owners notice of such meeting, accompanied by a copy of the proposed Budget, in the manner provided in Section 2.2(c) hereof.

(e) Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then-current edition of Robert's Rules of Order shall govern the conduct of the meeting of the Executive Board to the extent not in conflict with the Declaration, these Bylaws, or the Act.

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

(g) Use of Remote Technology. An individual may participate in a meeting of the Executive Board by means of a conference telephone or other remote electronic technology, including the internet, which allows participants in the meeting to hear each other. Participation in a meeting as authorized under this subsection shall be deemed in-person attendance at the meeting.

3.4 Resignation and Removal. Except with respect to members designated by Declarant, at any regular or Special Meeting of the Association duly called for such purpose, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast more than fifty percent (50%) of all votes in the Association, and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of an Executive Board member must give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner must be given at least ten (10) days' notice by the Secretary of the time, place, and purpose of the meeting and must be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his or her Unit or the Unit owned by the entity or affiliate of the entity for which such member serves as an employee, officer, director, member or partner. At any time and from time to time until such member's required resignation date specified in Article XIII of the Declaration, any Executive Board member appointed by the Declarant may be removed by Declarant only, with or without cause, and the vacancy created by any such removal shall be filled only by an appointment made by Declarant.

3.5 Vacancies. Any vacancy or vacancies on the Executive Board, whether caused by resignation, death, or adjudication of incompetency, shall be filled by the Executive Board with an interim appointee who shall serve until the next Annual Meeting of the Association, at which time such vacancy shall be filled by the vote of Unit Owners. However, Declarant has the right to fill any vacancy created by the resignation, death, or adjudication of incompetency of a member who had been appointed by Declarant and had not been elected by the Unit Owners. If the vacancy results from removal by the Association, the election of a new member or members may be held at the same meeting where such removal takes place and notice of an election for removal shall be considered notice of an election to fill each vacancy so caused. The vote of more than fifty percent (50%) of the votes in the Association who are present at such meeting in person or by proxy shall cause the postponement of the election to a later date, but if such vacancy is not filled within sixty (60) days after it occurs, the Executive Board may elect a replacement who shall serve until the next Annual Meeting of the Association, at which time such vacancy shall be filled by the vote of Unit Owners.

3.6 Compensation. No member of the Executive Board may receive compensation from the Association for performing duties as a member of the Executive Board unless such compensation is expressly authorized or approved by the vote of more than fifty percent (50%) of the Unit Owners' votes cast at any Annual or Special Meeting of the Association.

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

(a) The fact that an Executive Board member is also a director or officer of or has a financial interest in the other corporation, firm, or association is disclosed or known to the

Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members; or

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

3.8 Inclusion of Interested Executive Members in a Quorum. Any Executive Board member holding a director or officer position or having a financial interest in another corporation, firm, or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof that authorizes, approves, or ratifies a contract or transaction of the type described in Section 3.7 hereof.

3.9 Powers of the Executive Board.

(a) Enumeration. The Executive Board has all of the powers and duties granted by the Act, the Declaration, and/or the Association Law.

(b) Limitation. Nothing in this Section or elsewhere in these Bylaws shall be considered to grant to the Executive Board or to the officers of the Association any powers or duties that, by law, are possessed by Unit Owners. Unless otherwise provided herein or in the Declaration, the Executive Board must comply with the instructions of Unit Owners authorized to cast more than fifty percent (50%) of the votes in the Association who are present in person or by proxy, as expressed in the resolution duly adopted at any Annual or Special Meeting of the Association.

(c) Declaration of Powers, Manager. The Executive Board may employ a Manager (as such term is defined in the Declaration) at a compensation established by the Executive Board. The Manager shall perform any duties and services that the Executive Board authorizes, including, but not limited to, all of the duties listed in the Act, the Declaration, and these Bylaws. However, where a Manager does not have the power to act under the Act, the Declaration, or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Manager all of the powers granted to the Executive Board by the Act, the Declaration, and these Bylaws other than the following powers: (i) to adopt a Budget and any amendment thereto or to adopt or amend the amount of any Assessment, (ii) to adopt, repeal, or amend Rules and Regulations, (iii) to designate signatories on Association bank accounts, (iv) to borrow money on behalf of the Association, (v) to acquire or mortgage Units, (vi) to assign Common Elements as Limited Common Elements, (vii) to call Special Meetings of the Association, (viii) to purchase, sell, lease or transfer the Common Elements and/or to grant leases, licenses, or easements over the Common Elements, (ix) to suspend a Unit Owner's membership rights or privileges, or (x) to change Unit boundaries. Any contract with the Manager must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause on no more than ninety (90) days' written notice. The term of any such contract may not exceed one (1) year.

ARTICLE IV
OFFICERS

4.1 Election. At the first meeting of the Executive Board, and at every annual meeting of the Executive Board thereafter, the Executive Board members, if a quorum is present, shall elect officers of the Association for the following calendar year. Officers shall serve for a one (1) year term and until their respective successors are elected. The officers to be elected are a President, Vice President, Secretary, Treasurer, and any other officers that the Executive Board deems necessary. Each officer may serve an unlimited number of terms as long as the member continues to be reelected to the Executive Board. Any member may hold two offices simultaneously, except that the President may not hold any other office.

4.2 Duties. The duties of the officers are as follows:

(a) **President.** The President is the chief executive officer of the Association and the chairperson of the Executive Board. The President shall be responsible for implementing the decisions of the Executive Board and in that capacity shall direct, supervise, coordinate, and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of the Commonwealth of Pennsylvania, the Condominium Documents, and the actions of the Executive Board. Except as otherwise provided in Section 4.6 below, the President has the power to sign checks and other documents on behalf of the Association and the Executive Board, or both, with or without the signatures of any other officers as may be determined by the Executive Board. The President shall preside at all meetings of either body at which he or she is in attendance and shall be a member of all committees. If the President is absent from such meetings, the Vice President shall preside; if both are absent, the senior officer of the Association present at such meeting shall preside; and in the absence of any officer, the body holding the meeting shall elect a person to preside. If the Executive Board so provides, the President shall also have any or all of the powers and duties ordinarily attributable to the chief executive officer of a corporation domiciled in Pennsylvania.

(b) **Vice President.** The Vice President of the Executive Board (the “**Vice President**”) shall fulfill the functions of the President if the President is unable to do so, and shall preside at all meetings of the Association and the Executive Board, if the President is absent from such meetings or is otherwise unable to preside. The Vice President also has any other powers that the Executive Board may grant.

(c) **Secretary.** Unless otherwise determined by the Executive Board, the Secretary shall keep or arrange for the keeping of all records (or copies thereof if the original documents are not available to the Association) of the Association and the Executive Board and has the authority to affix the seal of the Association to any documents requiring such seal. The Secretary shall give or arrange for the distribution of all notices as required by law, the Declaration, or these Bylaws; shall take and keep or arrange for the taking and keeping of minutes of all meetings of the Association, the Executive Board, and all committees; and shall take and keep or arrange for the taking and keeping at the Association’s office a record of the names and addresses of all Unit Owners, as well as copies of the Declaration, the Plats and Plans, these Bylaws, and the Rules and Regulations, all of which shall be available at the office of the Association for inspection by Unit Owners or prospective Unit Owners during normal business hours and for distribution to them at any reasonable charges (if any) that may be set from time to time by the Executive Board. The Secretary shall keep or arrange for the keeping of the register

of holders of mortgages. The Secretary shall also perform all duties and have any other powers that are ordinarily attributable to the secretary of a corporation domiciled in Pennsylvania.

(d) Treasurer. Unless otherwise determined by the Executive Board, the Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the Association; shall deposit or arrange for depositing all such funds in such depositories as the Executive Board may direct; shall keep or arrange for keeping correct and complete accounts and records of all financial transactions of the Association and the Executive Board; and shall submit or arrange for submission to the Executive Board and the Association of any reports thereof as the law, the Declaration, the Executive Board, or these Bylaws may from time to time require. The records include, without limitation, chronological listings of all receipts and expenditures on account of the Common Elements, Limited Common Elements, and each Unit, the amount of each Assessment assessable to individual Units, if any, and the amount paid and the amounts due on such assessments. The records must specify and itemize the maintenance, repair, and replacement expenses relating to the Common Elements and the Limited Common Elements and any other expenses incurred by the Association. The financial records must be kept at the Association's office and must be available there for inspection by Unit Owners or prospective Unit Owners during normal business hours. The Treasurer will, upon request, provide any person who has entered into a written agreement to purchase a Unit with a written statement of the information required to be provided by the Association pursuant to sections 3315(g), 3407(a), and 3407(b) of the Act. The Treasurer shall also perform all duties and have any other powers that are ordinarily attributable to the treasurer of a corporation domiciled in Pennsylvania.

(e) Vice President and Assistant Officers. Unless otherwise determined by a resolution of the Executive Board, any Vice President and any assistant officer shall have the powers and perform the duties of his or her respective superior officer, the President being any Vice President's superior officer, the Secretary being any Assistant Secretary's superior officer, and the Treasurer being any Assistant Treasurer's superior officer.

4.3 Compensation. The officers of the Executive Board shall serve without compensation for their services in such capacity unless such compensation is expressly authorized or approved by a vote of Unit Owners authorized to cast more than fifty percent (50%) of the votes of the Association at any Annual or Special Meeting of the Association.

4.4 Resignation and Removal. Any officer may resign at any time by written notice to the Executive Board; the resignation shall become effective at the next Executive Board meeting. Any officer who ceases to be a member of the Executive Board for any reason shall also be deemed to have resigned or been removed, ipso facto, from any Executive Board office he or she may have held. Any officer may be removed from office at any time by a majority vote of the Executive Board whenever in the judgment of the Executive Board members the interests of the Association shall be best served thereby, or by the vote of the Association with or without cause, in the same manner as set forth for the removal of Executive Board members in Section 3.4 hereof.

4.5 Vacancies. Vacancies caused by resignation or removal of officers or the creation of new offices may be filled by a majority vote of the Executive Board members, if the vacancy resulted from action of the Executive Board. If, however, the vacancy resulted from

action by the Association, such vacancy shall be filled in the same manner as set forth in Section 3.5 hereof for filling Executive Board vacancies.

4.6 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of \$5,000.00 shall be executed by two officers of the Association. All such instruments for expenditures or obligations of \$5,000.00 or less may be executed by any one officer of the Association.

ARTICLE V COMMON EXPENSES; BUDGETS

5.1 Fiscal Year. The fiscal year of the Association shall be January 1 through December 31 of each year unless otherwise determined by the Executive Board; however, the first fiscal year shall begin upon the recordation of the Declaration and expire on the next succeeding December 31.

5.2 Preparation and Approval of Budget.

(a) Adoption. At least sixty (60) days prior to the beginning of each fiscal year, the Executive Board shall adopt the Budget for the next following fiscal year of the Association. The Budget shall also include any reasonable amounts that the Executive Board considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements; and shall segregate (i) General Common Expenses from Limited Common Expenses and (ii) capital expenses from General Common Expenses.

(b) Available for Inspection. Promptly after its approval thereof, the Executive Board shall make the Budget available for inspection at the Association office and send to each Unit Owner a copy of the Budget in a reasonably itemized form that sets forth the amount of the General Common Expenses and Limited Common Expenses. The Budget shall constitute the basis for determining each Unit Owner's Assessment for General Common Expenses and Limited Common Expenses and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 5.8 below.

(c) Reasonable Efforts. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any Budget.

5.3 Assessment and Payment of Common Expenses.

(a) General Common Expenses. The Executive Board shall calculate the Monthly Assessments for General Common Expenses against each Unit by multiplying (i) the total amount of the estimated funds required for the operation of the Property set forth in the Budget adopted by the Executive Board for the fiscal year in question, after deducting any Limited Expenses and income expected to be received from sources other than Common Expense assessments and the operation of the Limited Common Elements to which the Limited Expenses pertain, by (ii) the Percentage Interest (expressed in decimal form) allocated to such

Unit, and (iii) dividing the resultant product by the number of calendar months in the fiscal year. The assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month, and shall be a lien against each Unit Owner's Unit and a payment obligation of each Unit Owner as provided in the Act and the Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board must prepare and deliver to each Unit Owner and to each record holder of a Mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during the fiscal year, less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of the reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable as a Special Assessment, in whatever manner the Executive Board may determine.

(b) Water and Sewer Service Common Assessments. Each Unit Owner must also pay as a Common Assessment all water and sewer charges imposed by the Association, including charges for connection or hook-up fees and ongoing service charges.

(c) Limited Common Expenses. The Executive Board shall calculate the Monthly Assessments, if any, for Limited Common Expenses against each Unit obligated to pay Limited Common Expenses by multiplying (i) the total amount of the estimated funds required for Limited Common Expenses set forth in the Budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from the operation of the Limited Common Elements to which the Limited Common Expenses pertain other than Limited Common Expense Assessments, by (ii) the share of Limited Common Expenses (expressed in decimal form) allocated to each such Unit, and (iii) dividing the resultant product by the number of calendar months in the fiscal year. The assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month, and shall be a lien against each Unit Owner's Unit and a payment obligation of each Unit Owner as provided in the Act and the Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board must prepare and deliver to each Unit Owner and to each record holder of a Mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during the fiscal year, less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Limited Common Expenses, after application of the reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners obligated to pay Limited Common Expenses in accordance with their allocable share of Limited Common Expenses and shall be payable as a Special Assessment, in whatever manner the Executive Board may determine.

(d) Reserves. The Executive Board must build up and maintain reasonable reserves for working capital, operations, contingencies, and replacements. Extraordinary expenditures not originally included in the annual Budget that may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including nonpayment of any Unit Owner's assessments, the Executive Board may at any time levy further assessments for General Common Expenses and/or Limited Common Expenses, which shall be assessed against the Unit Owners either according to their respective

Percentage Interests with regard to General Common Expenses or in accordance with allocable shares of Limited Common Expenses with regard to Limited Common Expenses (whichever is appropriate), and shall be payable as a Special Assessment, in whatever manner the Executive Board may determine.

5.4 Further Assessments. The Executive Board must serve notice on all Unit Owners of any further assessments pursuant to Sections 5.3(a), 5.3(b), or 5.3(c) or otherwise as permitted or required by the Act, the Declaration, and these Bylaws by a statement in writing giving the amount and reasons therefor, and any further assessments will, unless otherwise specified in the notice, become effective with the next Monthly Assessment that is due more than ten (10) days after the delivery of the notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of the Monthly Assessments. The assessments shall be a lien as of the effective date as set forth in the preceding Sections 5.3(a), 5.3(b), and 5.3(c).

5.5 Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board must adopt the Budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the calendar year during which the commencement date occurs. Assessments shall be levied and become a lien against the Unit and a payment obligation of the respective Unit Owner(s) during the period provided in Section 5.3 above.

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

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

5.8 Rejection of Budget. Despite any statements in these Bylaws to the contrary, the Association, by the vote of at least fifty percent (50%) of the votes in the Association, may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after approval by the Executive Board.

5.9 Statement of Common Expenses. Upon request, the Executive Board must promptly provide any Unit Owner, a contract purchaser, or proposed Mortgagee so requesting with a written statement of all unpaid Assessments from the Unit Owner. The Executive Board may impose a reasonable charge for the statement to cover the cost of its preparation, to the extent permitted by the Act.

ARTICLE VI
AMENDMENTS

6.1 General Requirements; Consent of Declarant or Holders of Mortgages; Curative Amendments to Bylaws. Except as otherwise expressly set forth herein, in the Act or in the Declaration, these Bylaws may be amended only by the vote of Unit Owners holding more than sixty seven percent (67%) of the votes in the Association; provided, however, if any such amendment would have a material effect upon any rights, privileges, powers, or options of Declarant, such amendment shall require the joinder of Declarant. The vote may be taken only at a scheduled meeting and following notice to the Unit Owners as provided under Section 3308 of the Act (relating to meetings) that was advertised fourteen (14) days in advance to the Unit Owners. Absentee voting shall be permitted to Unit Owners provided that the ballots must be submitted to an independent reviewer by the commencement of the scheduled meeting.

Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing, or inconsistent with any other provision hereof, or with the Act or the Declaration, or if such amendment is necessary in the judgment of the Executive Board to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages on units in condominium projects (such as the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation), to comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the Condominium or Association, or to make a reasonable accommodation or permit a reasonable modification in favor of handicapped, as may be defined by prevailing federal or state laws or regulations applicable to the Association, Unit Owners, residents, tenants or employees, then, at any time and from time to time, the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of these Bylaws shall be effective upon its due adoption as stated herein.

6.2 Amendments to the Declaration. The Declaration may be amended pursuant to the provisions of the Act and the Declaration. The President or Vice President is empowered to prepare and execute any duly enacted amendments to the Declaration on behalf of the Association, and the Secretary or any assistant secretary is empowered to attest, seal with the Association's corporate seal, and record any such amendments on behalf of the Association.

ARTICLE VII
GENERAL PROVISIONS

7.1 Severability. The provisions of these Bylaws are deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision or portion hereof unless the deletion of such invalid or unenforceable provision shall destroy the condominium scheme the Declaration (including the Plats and Plans) and these Bylaws are intended to create.

7.2 Conflicts. The Act and the Declaration shall control in the case of any conflict between the provisions thereof and the provisions of these Bylaws. The Act, the Declaration, and these Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of the Rules and Regulations, if any.

7.3 Notices. All notices or other communications required or permitted under these Bylaws must be in writing and shall be deemed to have been given when personally delivered or on the second business day after the day on which mailed by certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (i) if to a Unit Owner at the single address that the Unit Owner designates in writing and files with the Secretary or, if no such address is designated, at the address of the Unit of the Unit Owner, or (ii) if to the Association, the Executive Board, or to the Manager, at the principal office of the Association and to the Manager or at any other address that may be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates a separate address in writing to the Secretary is entitled to receive all notices hereunder.

7.4 Headings. The headings preceding the various sections of these Bylaws and the Table of Contents are intended solely for the convenience of readers of these Bylaws and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision hereof.

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