

BYLAWS OF HUNTER’S RIDGE HOMEOWNERS’ ASSOCIATION

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BYLAWS OF HUNTER'S RIDGE HOMEOWNERS' ASSOCIATION

BYLAWS

ARTICLE I

Introductory Provisions

1.1 Applicability. These bylaws provide for the governance of the Hunter's Ridge Homeowners' Association (the "Association") with respect to the Property created by the recording of the Declaration of Covenants, Conditions, Restrictions, and Easements for Hunter's Ridge (the "Declaration") among the land records of Cumberland County.

1.2 Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain.

1.3 Compliance. Every Unit Owner and his or her Invitees shall comply with these Bylaws.

1.4 Office. The office of the Association and the Board shall be located at the Property or at such other place as may be designated from time to time by the Board.

1.5 Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, the Association shall be governed by the provisions of the Non-profit Corporation Law of 1972 of the Commonwealth of Pennsylvania, 15 Pa. C.S. 7701, et seq., as amended from time to time (the "Corporation Law").

ARTICLE II

The Association

2.1 Membership. The Association is a Pennsylvania non-profit corporation established on a non-stock basis, all the members of which are the Unit Owners of the Property. A person shall automatically become a member of the Association at the time he acquires legal title to his Unit, and he shall continue to be a member so long as he continues to hold title to such Unit. A person shall automatically cease being a member at such time as he no longer holds legal title to his Unit. A Unit Owner shall not be permitted to resign from membership in the Association prior to the time at which he transfers title to his 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 for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Board. The date of recordation of an instrument of conveyance in the Office of the Cumberland County

Recorder of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit.

2.2 Purpose. Except as otherwise established by the Board, the Association shall have the responsibility of administering the Property, establishing the means and methods of collecting assessments and charges, arranging for the management of the Property, and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Declaration. The foregoing responsibilities shall be performed by the Board or Managing Agent as more particularly set forth in these Bylaws.

2.3 Annual Meetings. Except as otherwise established by the Board, the annual meetings of the Association shall be held on the second Thursday of November of each year, unless such date shall occur on a holiday (or conflict with the Board's availability), in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.5 of these Bylaws and such other business as may properly come before the meeting may be transacted.

2.4 Budget Meetings. Any meetings of Unit Owners to consider proposed budgets shall be called in accordance with Section 6.9 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

2.5 Special Meetings Convened by Board or Unit Owners. Special meetings of Unit Owners may be called by the President, a majority of the Board, or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty percent (20%) of the votes in the Association. The notice of any special meeting shall state the time, place, and purpose thereof. Such meetings shall be held within thirty (30) days after receipt by the President of said resolution or petition. No business shall be conducted at a special meeting except as stated in the notice.

2.6 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

2.7 Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual, regularly scheduled, or special meeting of the Association not less than ten (10) nor more than sixty (60) days in advance of any meeting by mail, hand delivery, or email (with receipt of notification) stating the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or the Bylaws. The giving of a notice of meeting in the manner provided in Section 2.7 of these Bylaws shall be considered service of notice.

2.8 Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty percent (20%) or more of the Unit Owners shall constitute a quorum at all meetings of the Association. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such

meeting may adjourn the meeting to a time not less than twenty-four (24) hours after the time for which the original meeting was called.

2.9 Order of Business. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll call (proof of quorum).
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers and committees.
- (e) Election of members of the Board, if applicable to such meeting.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

2.10 Conduct of Meetings. The President (or in his absence, the Vice President) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws. All votes shall be tallied by tellers, appointed by the President or other officer presiding over the meeting.

2.11 Voting.

(a) Number of Votes Held by Unit Owners. The number of votes to which each Unit Owner is entitled is set forth in Section 4.2 of the Declaration.

(b) Multiple Owners of a Unit. Where the ownership of a Unit is in more than one (1) Person, and if only one of the multiple owners is present at a meeting of the Association, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than (1) Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one (1) of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Unit.

(c) Percentage of Votes Required to Adopt Decisions. Except with respect to election of members of the Board and except where a greater number is required by the Declaration or these Bylaws, a “Majority Vote” is required to adopt decisions at any meeting of the Association. A “Majority Vote” means a vote by Unit Owners vested with more than fifty percent (50%) of the votes (as allocated in the Declaration) actually voted in person or by proxy at a duly convened meeting at which a quorum is present.

(d) Election of Board Members. In all elections for Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms.

(e) Association Has No Vote. No votes allocated to a Unit owned by the Association may be cast.

(f) No Cumulative or Class Voting. There shall be no cumulative or class voting.

2.12 Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein, and must be filed with the Secretary no later than 24 hours before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy.

2.13 Action without Meeting. Any action, required or permitted to be taken by a vote of the members of the Association, may be taken without a meeting by unanimous written consent executed by all Unit Owners stating the action so taken. Any such written consent shall be filed with the minutes of the proceedings of the Association.

ARTICLE III

Board of Directors

3.1 Number and Qualification. The affairs of the Association shall be governed by the Board of Directors, (the “Board”), as provided in Section 7.1 of the Declaration. The Board shall be composed of three (3) natural persons, at least two (2) of whom shall be Unit Owners. One (1) member of the three (3) member Board may be a spouse or domestic partner of a Unit Owner, so long as the spouse or domestic partner resides on a permanent basis within the Unit and the Unit Owner designates in writing his consent to their participation as a member of the Board. The size of the Board is subject to change as provided in Section 7.1.4. of the Declaration and the Board’s membership shall otherwise comply with the requirements set forth in 68 Pa. C.S.A. 3303 as amended. In the event a spouse or domestic partner member of the Board ceases to permanently reside within the Association, then the remaining members of the Board shall immediately cause

the provisions of Section 3.6 of the Bylaws to be triggered by requesting the removal of the non-Unit Owner from the Board.

3.2 Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided in the Declaration or these Bylaws. The Board shall have, subject to the limitations contained in the Declaration, the powers and duties necessary for the administration of the affairs of the Association and of the Property which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws and Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents and independent contractors;
- (f) Institute, defend, or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association, or two or more Unit Owners, on matters affecting the Property;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement, and modification of the Common Area;
- (i) Cause additional improvements to be made as a part of the Common Area;
- (j) Acquire, hold, encumber, and convey in the Association's name any right, title, or interest to real property or personal property;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses, and concessions for no more than one year, to or over the Common Area;
- (l) Impose and receive payments, fees, or charges for the use, rental, or operation of the Common Area, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Board and maintain directors' and officers' liability insurance;

(p) Maintain property and liability insurance in connection with the Property in accordance with the provisions of the Declaration;

(q) Effectuate any merger of the Association with any other homeowner's association;

(r) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(s) Exercise any other powers conferred by the Declaration or Bylaws;

(t) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(u) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(v) By resolution, establish committees of the Board, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Unit Owner within thirty (30) days of publication of such notice, and such committee action must be ratified, modified, or rejected by the Board at its next regular or special meeting.

3.3 Standard of Care. In the performance of their duties, the officers and members of the Board are required to exercise the care required of fiduciaries of the Unit Owners and ordinary and reasonable care if elected by the Unit Owners.

3.4 Delegation of Powers; Managing Agent. The Board may employ for the Property a "Managing Agent" at a compensation established by the Board to perform such duties and services as the Board shall authorize. Where a Managing Agent does not have the power to act under the Declaration or these Bylaws, such duties shall be performed as advisory to the Board. The Board may delegate to the Managing Agent only the powers granted to the Board by these Bylaws under subsections 3.2 (c), (e), (g), and (h). Any contract with the Managing Agent 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 (90) days written notice. The term of any such contract may not exceed one (1) year.

3.5 Election and Term of Office. Subject to Article VII of the Declaration, the election of members of the Board shall be held at the annual meetings of the Association. Nominations for members of the Board may be submitted either in advance of the election meeting or from the floor at the meeting at which the election is held, or both. The term of office of any Board member to be elected shall be fixed at three (3) years established as staggered terms so that one

(1) of the three (3) Board members will be elected each year. A full regular term of office is set at three (3) years. The members of the Board shall hold office until the election of their respective successors, unless their death, adjudication of incompetence, removal, or resignation occurs during their term of office. A Board member may serve an unlimited number of terms and may succeed himself.

3.6 Removal or Resignation of Members of the Board. At any regular or special meeting of the Association duly called, any one (1), or more of the members of the Board may be removed, with or without cause, by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days notice by the Secretary of the time, place, and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit.

3.7 Vacancies. Vacancies in the Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.8 Organizational Meeting. The first meeting of the Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, if a majority of the Board members shall be present at such meeting.

3.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once during each fiscal year. Notice of regular meetings of the Board shall be given to each member by mail, hand delivery, or email (with receipt of notification) at least three (3) business days prior to the day named for such meeting.

3.10 Special Meetings. Special meetings of the Board may be called by the President on at least three (3) business days notice to each member, given by mail, hand delivery, or email (with receipt of notification), which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary, in like manner and on like notice, on the written request of at least two (2) members of the Board.

3.11 Waiver of Notice. Any member may waive notice of any meeting in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at

any meeting of the Board shall constitute a waiver of notice. If all members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

3.12 Quorum of the Board. At all meetings of the board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, the member present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted without further notice. One (1) or more members of the Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

3.13 Compensation. Members of the Board may receive compensation from the Association for acting as such and may be reimbursed for any reasonable expenses incurred in the performance of his duties.

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

3.15 Action without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing, including email, to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board.

3.16 Validity of Contracts with Interested Board Members. No contract or other transaction between the Association and one (1) or more of its Board members or between the Association and any corporation, firm, or association in which one (1) or more of the Board members are directors or officers, or are financially interested, shall be void or voidable because such Board member or members are present at any meeting of the Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that a Board member is also such a director or officer or has such financial interest is disclosed or known to the Board, whether or not such interest is noted in the minutes thereof, and the Board authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of such Board member; or

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

3.17 Inclusion of Interested Board Members in the Quorum. Any Board member holding such director or officer position or having such financial interest in another corporation, firm, or association may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves, or ratifies a contract or transaction of the type described in Section 3.16 hereof.

3.18 Corporate Employees and Partners. Notwithstanding any other provision contained in the Project Documents, if an employee or officer of a corporate Unit Owner or a partner of a partnership Unit Owner serves as a member of the Board, and such employee, officer, or partner dies, or if his employment or partnership relationship is terminated, such individual shall thenceforth cease to be a member of the Board and the corporate or partnership Unit Owner shall immediately designate another employee, officer or partner to succeed the former Board member and to complete his term as such Board member.

ARTICLE IV

Officers

4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board. Any other officers may, but need not, be Unit Owners or members of the Board. An officer other than the President may hold more than one (1) office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

4.3 Removal of Officers. Upon the affirmative vote of a majority of all members of the Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Board called for such purpose.

4.4 President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board, and have all of the general powers and duties which are incident to the office of the president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Board or by the President.

4.6 Secretary.

(a) General Duties. The Secretary shall keep the minutes of all meetings of the Association and of the Board, have charge of such books and papers as the Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania.

(b) Official List of Unit Owners. The Secretary shall make an attempt to compile and maintain at the principal office of the Association an updated list of Unit Owners and their last known post office addresses. Such lists shall also show opposite each Unit Owner's name the address of the Unit owned by such Unit Owner. The list shall be revised by the Secretary to reflect changes in ownership of Units occurring prior to the date of each annual or special meeting of the Association. This list shall be open to inspection by all Unit Owners and other persons lawfully entitled to inspect the same during regular business hours up to the date of the each such annual or special meeting.

4.7 Treasurer. The Treasurer shall be responsible for (a) the safekeeping of the Association funds and securities, (b) keeping full and accurate financial records and books of account showing all receipts and disbursements, (c) the preparation of all required financial data, and (d) the deposit of all monies in the name of the Board or the Association, in such depositories as may from time to time be designated by the Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligations in amounts greater than five percent (5%) of the annual budget of the Association shall be executed by two (2) officers of the Association designated for this purpose by the Board. All such instruments for expenditures or obligations in amounts equal to or less than five percent (5%) of the annual budget of the Association may be executed by either the President or Vice President.

4.9 Compensation. An officer may receive compensation from the Association for acting as such officer and may be reimbursed for any out-of-pocket expenses incurred in performing his duties.

4.10 Statements of Unpaid Assessments. The Treasurer, Assistant Treasurer, Secretary, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute statements of unpaid assessments in accordance with Sections 6.10 and 11.5.2 of the Declaration. The Association may charge a reasonable fee for preparing statements of unpaid assessments and any related costs incurred.

ARTICLE V

Maintenance

5.1 Maintenance Responsibilities. The maintenance, repair, and replacement responsibility for Units and Common Area shall be carried out by the Association and the Unit Owners in accordance with the provisions of Article V of the Declaration, and as set forth in Exhibit A to these Bylaws.

ARTICLE VI

Compliance and Default

6.1 Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, and the Rules and Regulations, as any of the same may be amended from time to time. In addition to the remedies provided in Article XIV of the Declaration, a default by a Unit Owner to comply with any provisions of the Project Documents shall entitle the Association, acting through its Board or the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or the act, neglect, or carelessness of his tenants, guests, invitees, or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights or subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Board, or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws, the Board, or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board, or the Unit Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Association, the Board, or any Unit Owner pursuant to any term, provision, covenant, or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative and the exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, or the Rules and Regulations or at law or in equity.

(d) Notice and Hearing. Before any action is taken against a Unit Owner for non-compliance with the terms of the Declaration, these ByLaws, and the Rules and Regulations, the Unit Owner shall be required to attend a hearing before the Board of Directors. The Association shall send written notice of hearing to the Unit Owner by certified mail. Failure of the Unit Owner to accept such notice will result in the levying of a fine by the Association. Failure of the Unit Owner to appear for the scheduled hearing, or arrange with the Board for rescheduling of the hearing, will result in the Association taking further action to resolve the issue.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration shall give the Board the right, after Notice and Hearing, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; (b) to levy fines pursuant to Section 6.2 below; and/or (c) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2 Fine for Violation. By resolution, following Notice of Hearing, the Board may levy a fine for each day that a violation of the Project Documents persists after such Notice and Hearing.

6.3 Late Charges and Interest on Delinquent Assessments.

(a) Any assessments not paid within five (5) days after its due date shall accrue A late charge designated by the Board in addition to interest at the rate of eighteen (18%) percent per annum or such other rate as may be determined by the Board, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 6.8 of the Declaration.

(b) Pursuant to Section 6.8.1 (Lien) of the Declaration, in addition to the assessments, late charge(s), and the interest accrued, the Unit Owner also will be responsible for any fines imposed, as well as attorney and/or other legal fees resulting from the Association's filing a lien against a Unit.

(c) A delinquent account of more than two months of the annual assessment (Unit Owner's fee) will result in the Association's taking legal action to file a lien against the Unit.

6.4 Disputes. In the event of any disputes or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration, the Bylaws, or Rules and Regulations, the determination thereof by the Board, after Notice and Hearing, shall be final and binding on each and all such Unit Owners. The Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section. All costs of obtaining such

a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

ARTICLE VII

Amendments

7.1 Amendments to Bylaws. These Bylaws may be amended only pursuant to the provisions of Article XII of the Declaration.

ARTICLE VIII

Records

8.1 Records and Audit. The Association shall maintain accurate and complete financial records of the affairs of the Property, including such information as is required for the Association to provide statements of unpaid assessments as required by Section 4.10 above. The financial records shall be maintained and audited in accordance with Articles 11.6 and 11.7 of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the documents.

8.2 Examination. All records maintained by the Association or by the Managing Agent shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

ARTICLE IX

Miscellaneous

9.1 Notices. All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if hand delivered or if sent prepaid by United States Postal Service or email with receipt of notification: (a) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (b) if to the Association, the Managing Agent or to the Board, at the principal office of the Association or Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one (1) Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

9.2 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration shall govern. In the event that the

Internal Revenue Code is hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona-fide non-profit entity.

9.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

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

9.5 Reserve Fund. The Association will collect a Capital Improvement Fee from the buyer of a Unit at the time of the sale. The Capital Improvement Fee: (1) shall be equivalent to 1.0% of the sale price, but in no event exceed 12 months' operating assessments charged to the Unit, during the current fiscal year of the Association (January –December); (2) is not refundable; (3) must be placed in a separate account for new capital improvements or replacement of existing common elements (roof, sidewalks, siding, and the like); (4) cannot be used to subsidize operating or maintenance expenses; (5) cannot be imposed on transfers between spouses or immediate family members; (6) cannot be imposed on bank, or financial institution, or other mortgagee which receives a sheriff's deed, or a deed in lieu of foreclosure from a delinquent homeowner/mortgagor. However, in the case of (6), when the lender conveys the property to a new purchaser then the Capital Improvement Fee can be imposed on that transaction.

(Passed 04.11.2006 Effective 05.01.2006)

9.6 Reserve Fund Loans. The Board has the authority to borrow money from the Reserve Fund for emergency weather-related expenses only. The loan must be repaid to the Reserve Fund equally by all Unit Owners. Notice of financial obligation and billing will be sent to Unit Owners per order of the Board.

(Revised 10/17/11)

Exhibit "A"

CHART OF MAINTENANCE RESPONSIBILITIES

Maintenance by the Association. The Association shall be responsible for the routine maintenance, repair, replacement, and management of the Common Area and the exterior building surfaces of all Units. The exterior building surfaces shall include brick and siding, roofs, eaves, gutters, downspouts, soffits, fascia, shutters, mailboxes, light posts, and doors. However, the Association will limit its financial responsibility for replacement of doors and their surrounding doorframes to one time per unit. Should the need for replacement of a door and its doorframes be repeated, the Unit Owner will be financially responsible for replacement costs, following submission of a written request for the Board's review, approval of the work, and notification by the Board of its approval.

The foregoing maintenance, repair, and replacement responsibilities ("Maintenance") shall include, but not be limited to:

- (1) Lawn care, landscaping, and grass cutting of the Common Area.
- (2) Removal of snow and ice from parking areas and sidewalks in the Common Area.
- (3) Maintenance, repair, and replacement of parking areas, sidewalks, entry steps and stoops, patios, and decks.
- (4) Maintenance, repair, and routine replacement of roofs and privacy fences erected as part of the original construction of the Unit.
- (5) Outdoor lighting of the Common Area.
- (6) Refuse and trash collection for the Unit Owners only if such collection is not provided as a municipal service or by private contracts billed to each Unit Owner separately.

Common Area Maintenance. Overall responsibility for determining and providing for Maintenance requirements of the Common Area and allocating costs therefore shall be the responsibility of the Board or its designees.

Limited Common Areas Maintenance. The responsibility for determining the Maintenance of the Limited Common Areas shall be a shared responsibility between the Board and the Unit Owner to which a specific Limited Common Area is exclusively appurtenant; provided however that the Board shall determine whether the Association or the Unit Owner shall be responsible for performing said Maintenance and for paying of the expenses related thereto.

Unit Maintenance. The Unit Owner is solely responsible for the Maintenance of all systems and appliances located in his unit, including but not limited to, all heating, cooling, plumbing, and electrical systems and components, and any and all appliances of whatever nature.

Miscellaneous. This list is not intended to describe or encompass all Maintenance responsibilities or to delineate all respective responsibilities between the Unit Owners and the Association. In many cases, Maintenance responsibility is allocated to the Association to ensure uniformity and consistent quality or to protect the community health and safety. Where such Maintenance is required due to the negligent or wrongful act or omission of a Unit Owner or his Invitee(s), the Association will perform the necessary Maintenance at the sole expense of the Unit Owner.

Maintenance items herein are subject to change by the Association, and standards for said Maintenance may be altered as the Association deems advisable.