



**NORTH POINT CONDOMINIUMS**  
**BY-LAWS OF THE NORTH POINT CONDOMINIUM**  
**ASSOCIATION**

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# **BY-LAWS OF NORTH POINT CONDOMINIUM ASSOCIATION**

## **Article I Introductory Provisions**

1.1. **Applicability.** These By-Laws provide for the governance of the Condominium Association created by the recording of the Declaration of Condominium in the office of the Recorder of Deeds of Lawrence County, Pennsylvania at Deed Book Volume, 710, page \_119, pursuant to the requirements of Section 3306 of the Pennsylvania Uniform Condominium Act (“the Act”).

1.2 **Definitions.** Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration of Condominium or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3 **Compliance.** Pursuant to the provisions of the Act, every Unit Owner and all persons who occupy a Unit shall comply with these By-Laws.

1.4 **Office.** There is no physical office location for the Association. The office of the Condominium, the Association and the Executive Board may be located at the Property or at such other place as may be designated from time to time by the Executive Board. Issues that arise may be handled via electronic methods in lieu of face-to-face meetings.

## **Article II The Association**

2.1. **Composition.** The Association shall consist of all the Unit Owners acting as a group in accordance with the Act, the Declaration and these By-Laws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these By-Laws.

2.2. **Annual Meetings.** The annual meetings of the Association shall be held during the month of June or July of each year. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.3 of these By-Laws (subject to Article X of the Declaration) and such other business as may properly come before the meeting may be transacted. (Rev. 06-11-2012)

2.3. **Place of Meetings.** Meetings of the Association shall be held at a place and time designated by the Executive Board.

2.4. **Special Meetings.**

a. The President shall call a special meeting of the Association if so directed by resolution of

the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least 25% of the votes of the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held forty-five (45) days after receipt by the President or Secretary of said resolution or petition; provided, however, if the purpose includes the consideration or the rejection of a budget or capital expenditure pursuant to Section 5.8 below, such meeting shall be held within fifteen (15) days after receipt of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

b. Within sixty (60) days after conveyance of five (5) Units to Unit Owners other than the Declarant, North Point Limited Partnership or its successor or assign, a special meeting of the Association shall be held at which one of the members of the Executive Board designated by the Declarant shall resign (such member to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall thereupon elect a successor member of the Executive Board to act in the place and stead of the members resigning. Similarly, within sixty (60) days after the conveyance of a total of eighteen (18) Units, the Owners shall elect a second member; and within one hundred eighty (180) days of the conveyance of thirty-eight (38) Units, the Owners (including Declarant) shall elect all members. Such successor members shall serve until the annual meeting of the Association following the meeting at which he was elected.

c. Within sixty (60) days after the date by which all Declarant appointed members of the Executive Board must resign pursuant to Article X of the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board designated by the Declarant shall resign, and the Unit Owner, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the second annual meeting of the Association following the date of the election of the successor to the member elected pursuant to subparagraph b above, and the successor member receiving the next highest number of votes shall serve until the first annual meeting of the Association following the date of the election of the successor to the member elected pursuant to subparagraph b above.

d. Notwithstanding the foregoing, if any meeting required pursuant to subparagraph b and c above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) shall be held concurrently with such annual meeting.

2.5 Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual or regularly scheduled meeting of the Association at least twenty (20) but not more than sixty (60) days, and of each special meeting of the Unit Owners at least ten (10) but not more than forty-five (45) days, prior to such meeting, stating the time, place and purpose.

2.6 Adjournment of Meetings. 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 forty-eight (48) hours after the time for which the original meeting was called.

2.7. Voting. The Executive Board shall vote electronically to accept or reject project work on an as-needed basis. Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration. **All members must be current and in good standing with the Association to be entitled to vote, attend Association functions or meetings, and run for or serve on committees.** Members must be at least 18 years if age. Any Unit Owner who is more than forty-five (45) days delinquent in the payment of any assessments shall not be entitled to vote. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the Person having an ownership interest in such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310 (a) of the Act. There shall be deemed to be unanimous agreement if any one 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 having an ownership interest in the Unit. Such certificates shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these By-Laws, the owners of more that fifty (50) percent of the aggregate Percentage Interests in the Condominium units the construction of which is at the time completed voting in person or by proxy at one time at a duly convened meeting in which a quorum is present is required to adopt decisions at any meeting of the Association. Any specified Percentage Interests in the aggregate of units the construction of which is at the time completed. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filed 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 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 Section 2.4 (b) and (c), if the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

2.8. 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 Permitted Mortgagee or the Declarant. Proxies shall be duly executed in 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. 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. No proxy shall be valid

for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

2.9 Quorum. Except as set forth below, the presence in person or by proxy of Unit Owners having twenty (20%) per cent or more of the aggregate Percentage Interests of all units the construction of which is completed at the commencement of a meeting shall constitute a quorum at all meetings of the Unit Owners Association. If a meeting is adjourned pursuant to Section 2.6 above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast ten (10%) percent of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

2.10 Conduct of Meetings. The President (or in his absence, one of the Vice Presidents) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and 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. All votes shall be tallied by tellers appointed by the President.

### **Article III Executive Board**

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of not more than ten (10) natural persons, the majority of whom shall be Unit Owners. No more than one member shall be elected from any unit. (rev. 06-11-2012)

3.2. Delegation of Powers; Managing Agent. The Executive Board may employ for the Condominium a "Managing Agent" at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these ByLaws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these By-Laws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all the powers granted to the Executive Board by the Act, the Declaration and these By-Laws other than the following powers:

a. to adopt the annual budget and any amendment thereto or to assess any Common expenses;

b. to adopt, repeal or amend Rules and Regulations; c. to designate signatories on Association bank accounts;

d. to borrow money on behalf of the Association;

e. to acquire and mortgage Units;

f. to allocate Limited Common Elements;

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 ninety (90) days' written notice. The term of any such contract may not exceed one (1) year.

### 3.3. Election and Term of Office.

a. At the annual meeting of the Association, the election of members of the

Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in Section 3.5) shall be fixed at three years. The members of the Executive Board shall hold office until the earliest to occur; the election of their respective successors or at their death, or adjudication of incompetency, or removal or resignation. An owner shall be deemed to have resigned upon transfer of title of unit ownership. An Executive Board member may serve an unlimited number of terms and may succeed himself.

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

(1) Any Unit Owner may submit to the Secretary at least thirty days before the meeting at which the election is to be held. A nominating petition signed by Unit Owners owning at least five Units in the aggregate, together with a statement that the person nominated is willing to serve on the Executive Board. The submitted items shall be emailed, mailed, or hand delivered to every Unit Owner along with the notice of such meeting; and

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board.

### 3.4. Removal or Resignation of Members of the Executive Board.

a. Except with respect to members designated by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive 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 the removal of a Board member shall give notice to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given an opportunity to be heard at the Annual meeting.

b. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title of their Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Article X of the Declaration.

3.5. Vacancies. Vacancies in the Executive 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 Executive Board members at a special meeting 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 Executive Board

until a successor shall be elected at the next annual meeting of the Association. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.6. Organizational Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within 20 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 Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

3.7. Regular Meeting. Regular meetings of the Executive Board may be at such a time and place as shall be determined, but such meetings shall be held at least once during each fiscal year. In lieu of face-to-face meetings, issues may be handled and resolved by using electronic communication methods directed to the entire Executive Board.

3.8. Special Meetings. Special meetings of the Executive Board, may be called by the President on at least a three business days' notice to each member, given by telephone call or email, stating the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice, or on the written request of at least two members of the Executive Board.

3.9. Waiver of Notice. Any member may at any time in writing, waive notice of the Executive Board and such waiver shall be deemed equivalent to the giving of such notice. Attendance by the member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board no notice shall be required, and any business may be transacted at such meeting.

3.10. Quorum of the Executive Board. At all meetings of the Executive Board whether in person or electronic, 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 Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone, e-mail, or similar electronic communication equipment by means of which all persons participating in the meeting can hear or read information submitted by each other as verbally presented or in written documents.

3.11. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such but may be reimbursed for any expenses incurred in the performance of his duties.

3.12. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep minutes of the Executive Board meetings, recording 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 meetings of the Executive Board, if and to the extent not in conflict with the Declaration and these By-Laws or the Act.

3.13. **Action Without 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 shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board. Action may also be taken by conference telephone or other electronic means whereby all Board members can participate simultaneously.

3.14. **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, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive 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 an Executive Board member is also such a director or officer or has financial interest is disclosed or known to the Executive Board and is noted in 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.

3.15. **Inclusion of Interested Executive Board Members in the Quorum.** Any Executive 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 Executive Board or a committee which authorizes, approves or ratifies a contract or transaction.

#### **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 Executive Board. The Executive 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 Executive Board. Any other officers may but need not be members of the Executive Board. An officer other than the President may hold more than one office.

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

4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive 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 Executive Board -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. The President shall cease holding such office at such time as he ceases to be a member of the Executive Board, or a Unit Owner.

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. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President. The Vice President shall cease holding such office at such time as he ceases to be a member of the Executive Board, or a Unit Owner.

4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such papers as the Executive Board may direct.

4.7. Treasurer. The Treasurer shall have the responsibility to withdraw monthly assessment fees from Unit Owners' bank accounts. The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

The Treasurer shall have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and Permitted Mortgagees hereunder shall be delivered. have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and Permitted Mortgagees 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. The Secretary shall, upon request, provide any Person, or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to Sections 3315 (g), 3407 (b) of the Act and Sections 5.9 and 5.11 below, upon payment of the fee set by the Executive Board for such service.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of \$1,000 shall be executed after a majority vote of the Executive Board.

4.9. Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such office, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate under amendment of the Declaration pursuant to the Act 68 PA C.S.A. §3219.

#### **Article V Common Expenses; Budgets**

5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the formation of the Condominium Association.

5.2. Preparation and Approval of Budget.

5.2.1. The initial operating budget shall be determined by the “Developer” or the “Declarant” and be submitted to the Executive Board of the Condominium Association after the formation of the Association and election of Executive Board as provided in the Declaration and By-Laws.

Continuing operation of budget preparation and approval is subject to Section 5.2.2 below.

5.2.2. On or before the first day of November of each year (or sixty (60) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these By-Laws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services.

Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Expenses, if any.

5.2.3. On or before the next succeeding fifth day of November, which is (55) days before the beginning of the fiscal year, the Executive Board shall make the budget available for inspection and sent to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owner’s assessments for General Common Expenses and Limited Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 5.8 below.

5.2.4. 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.

5.3.1. General Common Expenses. The Executive Board shall calculate the monthly assessments for General Common Expenses against each Unit by multiplying (a) 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 or Reserved Common Elements to which the Limited Expenses pertain, by (b) the Percentage Interest as determined by the provisions of the Declaration for such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such 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 fifteenth (15th) day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Monthly maintenance fees are payable only by our Direct Debit program. Within one hundred twenty (120) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each Permitted Mortgagee who has registered an address with the Treasurer an itemized account of the Common Expenses and funds received during such fiscal year, less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of such 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 in one or more monthly assessments, as the Executive Board may determine.

5.3.2 Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against the reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit Owner's assessments for General Common Expenses and/or Limited 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 Expenses with regard to Limited Expenses (whichever is appropriate), and shall be payable in one or more monthly assessments as the Executive Board may determine.

5.4. Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Sections 5.3.1 or 5.3.2 or otherwise as permitted or required by the Act, the Declaration and these By-Laws by a statement in writing giving the amount and reason thereof, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment which is due more than ten (10) days after the delivery of such notice of further assessments. All unit owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections 5.3.1 and 5.3.2.

5.5. Fines. The Executive Board shall have the power to levy fines as set forth in the Act, which shall be considered as a further assessment against the Unit as set forth in Section 5.4.

5.6. Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as is provided in Section 5.3 above.

5.7. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute waiver or release in any manner of a Unit Owner's obligation to pay allocable share of the Common Expenses as herein provided whenever the same shall be 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 fiscal year until the new annual or adjusted budget shall have been adopted.

5.8. Accounts; Audits. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be comingled into a single fund. Reserves shall be maintained in a separate fund, although different types of reserves may be comingled in one reserve fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the Executive Board shall prepare a financial statement reflecting the business of the Association annually to be distributed to each owner.

5.9. Rejection of Budget; Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of Unit Owners entitled to cast at least two-thirds of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required to expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount after taking into account any projected increases in income, and to borrow money so that loans of the Association then outstanding would exceed ten (10%) of such aggregate amount.

5.10. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him of such Unit. The purchaser of a Unit shall be jointly and severally liable for the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) days following a written request therefore to the Executive

Board or Managing Agent; and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and, provided further that, subject to Section 3315 (b) (2) of the Act, each Permitted Mortgagee who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at the foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such mortgagee or purchaser comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

5.11. Collection of Assessments. The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of five (5%) of the overdue assessment in addition to interest at the rate of fifteen (15%) per annum or such other rate as may be determined by the Executive Board.

5.12. Statement of Common Expenses. The Executive Board shall promptly provide any Unit Owner, contract purchaser or Permitted Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

## **Article VI Compliance and Default**

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all the terms of the Declaration, these By-Laws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through 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 to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. 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 of subrogation.

b. Costs and Attorney Fees. In any proceedings arising out of any alleged default by a Unit Owner, the Association shall be entitled to recover the costs of such proceedings and reasonable attorney's fees.

c. No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive 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 Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one 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, the ByLaws, the Rules and Regulations or the Act or at law or in equity.

d. Abating and Enjoining Violations by Unit Owners. The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any ByLaws contained herein or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, 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 Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

## **Article VII Amendments**

7.1 Amendments to By-Laws. These By-Laws may be modified or amended only by a vote of the Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act. 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 Declaration, 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. Upon receipt of opinion of independent legal counsel, the Executive Board prior to amendment of the Declaration or By-Laws must notify the Declarant fifteen (15) days prior to filing an amendment to the Declaration or By-Laws and must receive in writing consent from the Declarant the right to amend Declaration or By-Laws.

7.2. Approval of Mortgages. These By-Laws contain provisions concerning various rights and interests of Permitted Mortgagees. Such provisions in the By-Laws are to be construed as covenants for the protection of such Permitted Mortgages on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of the By-Laws impairing or affecting such rights, priorities, remedies or interests of a Permitted Mortgagee shall be adopted without its or their prior written consent.

7.3. Amendments to the Declaration. Any two officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.