

**BY-LAWS**  
**OF**  
**CANTERBURY CROFT**  
**CONDOMINIUM ASSOCIATION**

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**Philadelphia, Pennsylvania 19102**

BY-LAWS  
OF  
CANTERBURY CROFT  
CONDOMINIUM ASSOCIATION

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CANTERBURY CROFT CONDOMINIUM ASSOCIATION  
BY-LAWS

ARTICLE I  
Name and Address

SECTION 1.01 Name. The name of this association shall be CANTERBURY CROFT CONDOMINIUM ASSOCIATION (the "Association").

SECTION 1.02 Address. The office of the Association shall be at the place to be designated by the Executive Board, subject to transfer upon notice to the members of the Association.

ARTICLE II  
Applicability

SECTION 2.01 Applicability. These By-Laws shall be applicable to the Association. All present and future Owners and tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the Common Elements described in the Declaration of Condominium (the "Declaration") for Canterbury Croft, a condominium (the "Condominium"), shall be subject to these By-Laws and to the rules and regulations which may be issued by the Executive Board from time to time to govern the conduct of its members. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Owner, tenant or occupant has accepted, ratified and will comply with these By-Laws and any rules and regulations of the Association.

SECTION 2.02 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these By-Laws 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 By-Laws shall be interpreted in a manner which conforms 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.

ARTICLE III  
Purpose

SECTION 3.01 Association Purposes. The purpose of the Association is to maintain, regulate and administer certain facilities owned in common by the Unit Owners (the "Common Elements") for the use, benefit and enjoyment of the Owners and lawful occupiers of the Units in the Condominium. In addition, the Association is to provide for the orderly and economical management and maintenance of the Common Elements and to provide for the collection of the revenue necessary to effectuate the management and maintenance of these facilities and other facilities which may be established for the Unit Owners. This

Association does not contemplate pecuniary gain or profit to its members.

ARTICLE IV  
Definitions

SECTION 4.01 Definitions. Unless it is plainly evident from the context that a different meaning is intended, the terms used herein shall have the same meanings as provided in the Declaration.

ARTICLE V  
Membership

SECTION 5.01 Membership. Membership in the Association shall be limited to the Owners or co-Owners of a Unit in the Condominium, as provided in the Declaration, and the Declarant. Each Owner and the Declarant shall have one membership for each unit he or it owns.

SECTION 5.02 Affirmative Vote. Except as otherwise provided in these By-Laws, the Declaration or the Act, passage of all decisions shall require the affirmative vote of at least a majority of the votes of the members in good standing and entitled to vote in attendance at a meeting having present, in person or by proxy, the quorum required in Section 5.05 hereof. Cumulative voting shall not be permitted.

SECTION 5.03 Membership List. Not less than thirty (30) days prior to the date of any annual or special meeting of the Association, the Secretary shall compile and maintain at the principal office of the Association an updated list of members and their last known post office addresses. These lists shall also show opposite each member's name the address of the Unit owned by the member. The list shall be revised by the Secretary to reflect changes in ownership of Units occurring prior to the date of any annual or special meeting. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same during regular business hours up to the date of the annual or special meeting. The Secretary shall also keep current and retain custody of a book containing the minutes of all annual and special meetings of the Association and the Executive Board and all resolutions of the Executive Board (the "Minute Book").

SECTION 5.04 Proxies. Votes may be cast in person or by written proxy. To be valid, proxies must be duly executed by the Unit Owner as the appropriate person whose name appears on a certificate on file with the Condominium Association and must be received by the Secretary no later than 6:00 p.m. of the day of the meeting for which the proxy is specified to be effective.

SECTION 5.05 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of thirty (30%) percent of the members of the Association shall constitute a

quorum at the beginning of any annual or special meeting of the Association. If any meeting of the Association cannot be organized because a quorum has not attended, the members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called at which meeting the requirement for a quorum shall be fifteen (15%) percent.

SECTION 5.06 Actions Without Meeting. Any action which under any provision of these By-Laws may be taken at a meeting of members may be taken without a meeting if authorized by a writing signed by the required percentage of members entitled to vote for that particular matter and filed with the Secretary of the Association.

## ARTICLE VI Meetings of Members

SECTION 6.01 Place of Annual and Special Meetings. All annual and special meetings of the Association shall be held at the principal office of the Association or at any other suitable and convenient place permitted by law and from time to time fixed by the Executive Board and designated in the notices of meetings.

SECTION 6.02 Date of Annual Meetings. Annual meetings of the members of the Association shall be held on the \_\_\_\_\_ of \_\_\_\_\_ of each year or on any other date fixed by the Executive Board. At each annual meeting there shall be elected by a ballot of a majority of the members present at the meeting, in person or by proxy, and entitled to vote in accordance with the provisions of Article VII of these By-Laws, the members of the Executive Board whose terms of office have expired. The members may also transact any other business which may properly come before the meeting.

SECTION 6.03 Notice of Annual Meetings. The Secretary shall mail notices of annual meetings to each member of the Association and all eligible holders, insurers and guarantors of first mortgage liens on the Units, directed to their last known post office addresses as shown on the records of the Association, by regular mail, postage prepaid. This notice shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these By-laws. In lieu of mailing notice as provided herein, notice may be delivered by hand to the members or left at their residence in their absence.

SECTION 6.04 Special Meeting. It shall be the duty of the President to call a special meeting of the members of the Association in the following situations: (a) for the purpose of holding elections of members of the Executive Board pursuant to the terms of Section 10.04 of the Declaration; (b) whenever he is directed to do so by resolution of the Executive Board; or (c)

upon presentation of a petition to the Secretary stating the specific purpose or purposes of the meeting and signed by thirty (30%) percent of the members entitled to vote at the meeting.

SECTION 6.05 Notice of Special Meetings. The Secretary shall mail notice of any special meeting to each member of the Condominium Association in the manner provided in Section 6.03. In lieu of mailing notice as provided herein, notice may be delivered by hand to a member or left at his residence in his absence. This notice shall state the same items required in by Section 6.03 for notices of annual meetings. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds (2/3) of the members present, either in person or by proxy.

SECTION 6.06 Order of Business. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll call.
- (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 Executive Board, if applicable.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

## ARTICLE VII Executive Board

SECTION 7.01 Number of Members. Except for the initial Executive Board consisting of three (3) members appointed by the Declarant and replaced as provided in Section 10.04 of the Declaration, the affairs of the Association shall be governed by an Executive Board consisting of five (5) persons all of whom shall be residents of the Commonwealth of Pennsylvania. Members of the Executive Board, other than those nominated by the Declarant pursuant to Section 10.04 of the Declaration, shall be Owners of Units. The initial members or their successors shall serve until their successors take office. The Declarant shall be permitted to appoint and reappoint members or successors as it may be entitled to do under the Declaration without the necessity of obtaining resignations. As to those members nominated or

appointed by the Declarant, this shall specifically modify Section 7.04 hereof.

Upon the replacement of all Declarant-appointed members pursuant to Section 10.04 of the Declaration, the Executive Board shall be comprised of five (5) members of the Association who shall be Owners of Units in the Condominium elected by the members of the Association present, in person or by proxy, at a meeting of the Association.

SECTION 7.02 Term of Members and Compensation. The Declarant-appointed members of the Executive Board shall serve as provided in Section 10.04 of the Declaration. The two (2) Executive Board members elected pursuant to Section 10.04(b)(i) of the Declaration shall serve annual terms. The two (2) Executive Board members elected pursuant to Section 10.04(b)(ii) of the Declaration shall serve two (2) year terms. The one (1) Executive Board member elected pursuant to Section 10.04(b)(iii) shall serve annual terms. Successors shall be elected by a vote of the Association; the nominees receiving the highest number of votes shall be elected to the Executive Board to fill the seats of those members whose terms have expired. Executive Board members shall serve without compensation.

SECTION 7.03 Nominations to Executive Board. Except as provided for in Section 7.01, members of the Association may be nominated for election to the Executive Board in one of the following ways:

(a) A member of the Executive Board shall be deemed to have been nominated for the next election for re-election to that position by signifying his intention to seek re-election in a writing addressed to the Executive Board.

(b) An Association member who is not a member of the Executive Board and who desires to run for election to that position shall be deemed to have been nominated for election to the Executive Board upon his filing with the Executive Board a written petition of nomination bearing the genuine signatures of not less than five members of the Association.

SECTION 7.04 Vacancy on Executive Board. Except as provided in Section 10.04 of the Declaration and Section 7.01 hereof with respect to Declarant-appointed members of the Executive Board, if the office of any member of the Executive Board shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining members of the Executive Board, at a special meeting duly called for this purpose, shall choose a successor. In the event that there shall be a deadlock in the voting for a successor, the three (3) Executive Board members with the longest continuous terms on the Executive Board shall select a successor. The person so elected shall serve for the unexpired term in respect to which the vacancy occurred. At the next annual meeting of the Association, the successor member may seek



re-election.

SECTION 7.05 Removal of Members. Subject to the right of the Declarant to nominate and elect members of the Executive Board as set forth in Section 10.04 of the Declaration, members may be removed, with or without cause, by a majority vote of the members of the Association at any special meeting of the Association of which notice has been properly given as provided in these By-Laws; provided that notice of the special meeting has also been given to the entire Executive Board and any individual member whose removal is to be considered at the special meeting.

SECTION 7.06 Organizational Meeting of the Executive Board. No later than twenty (20) days following each annual meeting of the Association, the Executive Board shall hold a regular meeting for the purposes of organization, election of officers and transaction of other business. Notice of this meeting shall be given to all Executive Board members in accordance with Section 7.08 hereof except for the initial meeting which shall be called by the person receiving the highest number of votes.

SECTION 7.07 Place of Meetings. All meetings of the Executive Board shall be held at the principal office of the Association, or at any other place or places designated at any time by resolution of the Executive Board or by written consent of all members of the Executive Board.

SECTION 7.08 Regular Executive Board Meetings. Regular meetings of the Executive Board may be held at any time and place permitted by law which may be determined from time to time by the Executive Board. Notice of regular meetings of the Executive Board shall be given to each Executive Board member personally, by telegram, telephone or by United States mail, with postage prepaid, directed to him at his last known post office address as the same appears on the records of the Condominium Association, at least five (5) and not more than thirty (30) days before the date appointed for this meeting. This notice shall state the date, time and place of the meeting and the purpose thereof.

SECTION 7.09 Special Executive Board Meetings. Special meetings of the Executive Board may be called by the President of the Condominium Association on three (3) days prior written notice to each Executive Board member, given in the same manner as provided in Section 7.08 of these By-Laws. Special meetings of the Executive Board shall be called by the President or the Secretary in like manner upon the written request of any three (3) Executive Board members.

SECTION 7.10 Waiver of Notice. Before any meeting of the Executive Board, whether regular or special, any Executive Board member may, in writing, waive notice of the meeting and this waiver shall be deemed equivalent to the giving of notice. All written waivers shall be filed with the records of the Association or made a part of the minutes of the meeting.

Attendance by an Executive Board member at any meeting of the Executive Board shall likewise constitute a waiver by him of notice. If all Executive Board members are present at any meeting of the Executive Board, no notice of the meeting shall be required and any business may be transacted at this meeting except as prohibited by law or these By-Laws.

SECTION 7.11 Quorum. At all duly convened meetings of the Executive Board, a majority of the members thereof shall constitute a quorum for the transaction of business, except as otherwise expressly provided in these By-Laws or by law, and the acts of the majority of the members present at the meeting at which a quorum is present shall be the acts of the Executive Board. If at any meeting of the Executive Board, there shall be less than a quorum present, the member or members thereof present may adjourn the meeting from time to time, and at the adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice to any Executive Board member.

SECTION 7.12 Consent in Writing. Any action by the Executive Board may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to the action. Written consent or consents shall be filed with the minutes of the proceedings of the Executive Board. Any action by written consent shall have the same force and effect as a unanimous vote of the Executive Board members.

SECTION 7.13 Fees and Compensations. No member of the Executive Board or officer shall receive any salary for his services as an Executive Board member or officer.

SECTION 7.14 Presiding Officer. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Executive Board, and shall serve a term of one (1) year.

SECTION 7.15 Records. The Executive Board shall cause a complete record of all of its acts and corporate affairs of the Association to be kept and shall present a statement thereof to the members of the Association at annual meetings of the members of the Association or at any special meeting where this statement is requested in writing by one-fourth (1/4) of the Association members entitled to vote.

SECTION 7.16 Powers and Duties. The Executive Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the Condominium; it may do or cause to be done all other lawful acts and things as are now by law or these By-Laws directed or required to be done by members of the Association. In the performance of its duties as the administering body of the Association, in addition to those powers and duties set forth in the Act and the Declaration,

the Executive Board shall have the powers and duties including, but not limited to, the following:

(a) The duty to provide for the operation, maintenance, cleaning, sanitation, renewal, replacement, care, upkeep, protection and surveillance of the Common Elements and all property, real or personal, of the Association;

(b) The duty, consistent with law, to determine the Common Expenses and assess the same against the Owners in accordance with the provisions of the Declaration, these By-Laws and the Act;

(c) The duty to levy and collect, in addition to regular Assessments or annual charges for Common Expenses, special Assessments in those amounts which the Executive Board deems proper whenever the Executive Board is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs, additional capital expenses, or because of emergencies;

(d) The duty to use and expend any sums collected from regular and special Assessments for the operation, maintenance, renewal, care, upkeep, surveillance and protection of the Common Elements of the Association;

(e) The duty to provide for the maintenance and repair of the Common Elements. The Executive Board shall maintain the Common Elements at a minimum level of maintenance equal to that which existed at the time of the conveyance of ninety (90%) percent of the Units to Owners other than the Declarant. The Executive Board shall maintain a reserve fund adequate for the periodic maintenance, repair and replacement of the Common Elements. The reserve fund shall be maintained out of regular Assessments for Common Expenses;

(f) The duty to use any Common Surplus for the purposes the Executive Board may deem reasonable and necessary pursuant to its powers under the Declaration and these By-Laws;

(g) The duty to maintain blanket fidelity bonds for all members of the Executive Board, officers and employees of the Association and all other persons who handle or are responsible for funds of or administered by the Association. The adequate total amount of fidelity bond coverage shall be as determined by the best business judgment of the Executive Board but shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent employed by the Association, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of these bonds be less than a sum equal to three (3) months aggregate Assessments of the Association on all Units plus the reserve funds of the Association. These fidelity bonds shall name the Association as an obligee, contain waivers by the issuers of all defenses based

upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions, and provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association, to any Insurance Trustee and to any servicer on behalf of the Federal National Mortgage Association. The premiums for these fidelity bonds shall be paid by the Association as part of the Common Expenses;

(h) The duty to pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Owner or otherwise properly chargeable to the Owner;

(i) The power to employ and dismiss clerks, stenographers, workmen, janitors, gardeners, watchmen and other personnel and to purchase or arrange for services, machinery, equipment, tools, materials and supplies which, in the opinion of the Executive Board, may be necessary from time to time for the proper operation and maintenance of the Common Elements;

(j) The Executive Board shall enter into a contract for professional management of the Condominium and the Association at a price and upon the terms determined by the Executive Board to perform the duties and services which the Executive Board may lawfully delegate. However, any management contract shall not be for a term in excess of two (2) years and shall provide for termination by either party with or without cause on sixty (60) days prior written notice thereof to the other;

(k) The duty to collect delinquent Assessments and other charges made by the Association through the Executive Board against any Unit and the Owner thereof, together with the costs and expenses incurred in connection therewith, including, but not limited to, court costs and attorneys' fees, whether by suit or otherwise, to abate nuisance and enforce observance of the rules and regulations relating to the Condominium, by injunction or other legal action or means as the Executive Board may deem necessary or appropriate;

(l) The power to employ or retain counsel and consultants which the Executive Board may deem necessary for any proper purposes of the Association, and to fix the compensation for professional advice or services, including, but not limited to, those hereinbefore or hereinafter referred to in these By-Laws;

(m) The duty to cause operating escrow and other accounts, if any, which the Executive Board may deem appropriate to be established and opened from time to time and which shall be consistent with generally accepted accounting practices;

(n) The duty to adopt a budget for each calendar

year which shall contain estimates of the costs and expenses of the Association, including, but not limited to, the following items:

(i) Common Expense budget which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, repair and operation of the Common Elements and any and all other expenses related to the operations thereof, including, but not limited to, common utility services, casualty and liability insurance, administrative and office expenses and reserves and the costs associated with the administration of the Condominium Association;

(ii) Any and all expenses incident to the maintenance and repair of any Limited Common Elements as defined herein;

(iii) Amounts to be credited or allocated for reserves for replacement of those Common Elements which periodically require replacement, renovation or rehabilitation. The Executive Board shall accumulate and maintain reasonable reserves for replacements;

(iv) Amounts designated for proposed improvements or additions to the Common Elements; and

(v) Proposed Assessment, against each member for the calendar year.

Copies of the budget adopted by the Executive Board and proposed Assessments due from the Unit Owners in accordance with the budget shall be available for inspection for all members of the Association during regular business hours at the Association's office. If the budget is subsequently amended before the Assessments are made, a copy of the amended budget shall also be available for inspection. Nothing herein contained shall be construed as restricting the right of the Executive Board at any time and in its sole discretion to levy a Special Assessment in the event that the budget as originally adopted shall appear to be insufficient to pay the costs of the operation or management of the Property or in the event of emergencies;

(o) The duty to cause a complete audit of the books and accounts of the Association to be made by a competent, independent public accountant at the end of each fiscal year, and at any other time or times which may be deemed necessary;

(p) The duty to maintain accounting records in accordance with generally accepted accounting principles;

(q) The power to make and enforce compliance with reasonable rules and regulations relative to the operation, use and occupancy of the Common Elements, Limited Common Elements and Units, including, but not limited to, penalties to be levied for violations of these By-Laws, the Declaration and any rules and regulations which the Executive Board shall adopt. The Executive Board shall have the power to amend the same from time to time as and when approved by appropriate resolutions which shall be binding on the Owners and occupants of Units, their successors in title and assigns. A copy of these rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner and occupant of a Unit promptly upon the adoption thereof;

(r) The duty to keep the Common Elements, fixtures, equipment and personal property owned by the Association and the Units insured as provided in the Declaration for the benefit and protection of the Unit Owners and the Association. The Executive Board shall have the power to name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to this trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall be given exclusive authority to negotiate losses under any policy providing property or liability insurance. The Association, by its Executive Board, shall be required to receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Unit Owners and the holders, insurers or guarantors of first mortgage liens on the Units, as their interests may appear, in accordance with the Declaration and the Act. The Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, shall have the power to act as attorney-in-fact for the purpose of purchasing and maintaining this insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish these purposes;

(s) The duty to establish depositories for the Association with the bank or banks which shall be designated, from time to time, by the Executive Board and in which monies of the Association shall be deposited. Withdrawal of monies shall be only by check signed by those persons which are authorized by the Executive Board. The Executive Board shall have the power to invest monies of the Association in any federally insured or guaranteed investments which the Executive Board shall deem to be reasonably prudent;

(t) The power to borrow and repay monies, giving notes, mortgages or other security, including, but not limited to, a collateral assignment of receivables, upon the term or terms which are deemed necessary; provided, except in the event of an emergency, fifty-one (51%) percent of the members of the

Association approve the action;

(u) The power to sell, transfer or otherwise convey real and personal property owned by the Association by deed or bill of sale executed by the appropriate officers of the Association;

(v) The power to acquire by purchase, annexation, or lease real property if at any time in the future it deems it to be proper and not inconsistent with the terms hereof to do so; provided fifty-one (51%) percent of the members of the Association approve the acquisition;

(w) The power to acquire by purchase, gift, bequest, devise, sale or lease additional real or personal property to protect the Common Elements or additional Common Elements upon the term or terms which the Executive Board deems necessary and proper;

(x) The power to employ professional counsel and receive advice from those persons and firms or corporations, including, but not limited to, landscape architects, recreation experts, architects, planners, lawyers and accountants;

(y) The power to take all steps necessary to effectuate any merger of the Association with any other association which is approved by vote of a majority of the members of both the Association and the other association; and

(z) The power to do all things incidental and necessary to the accomplishment of the above.

The duties and powers imposed on the Executive Board by this Section 7.16 shall not be amended so as to reduce or eliminate any enumerated duties or powers of the Executive Board without the affirmative vote of at least seventy-five (75%) percent of the members of the Association.

#### ARTICLE VIII Officers

SECTION 8.01 Officers. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer. The Secretary may be eligible to hold the office of Treasurer. The President, Vice-President and Secretary shall be members of the Executive Board. The Treasurer need not be a member of the Executive Board.

SECTION 8.02 Election. The officers of the Condominium Association shall be elected annually by the Executive Board at the organizational meeting after each election of Executive Board members and shall hold office until their successors are elected or appointed by the Executive Board; provided that each officer shall hold office at the pleasure of the Executive Board and may be removed either with or without cause and his successor elected



at any annual or special meeting of the Executive Board called for this purpose upon the affirmative vote of a majority of the members of the Executive Board. The Executive Board, from time to time, may appoint any other officers who, in its judgment, are necessary. Any officer may resign at any time by giving written notice to the Executive Board or to the President or Secretary of the Association. Any resignation shall take effect as of the date of the receipt of this notice or any later time specified therein. Unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

SECTION 8.03 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to the office.

SECTION 8.04 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Executive Board. He shall have the general powers and duties usually vested in the office of the president of a Condominium Association, including, but not limited to, the power to appoint ad hoc committees from among the members, from time to time, which he may deem appropriate to assist in the conduct of the affairs of the Association. The President shall be an ex-officio member of all standing committees, if any. He shall execute deeds, contracts and other instruments in the name and on behalf of the Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Executive Board to another officer or agent of the Association.

SECTION 8.05 Vice-President. The Vice President shall take the place of the President and perform his duties 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 do so on an interim basis. The Vice-President shall also perform the other duties which shall be imposed upon him from time to time by the Executive Board or these By-Laws.

SECTION 8.06 Secretary. The Secretary shall attend all meetings of the Executive Board and all meetings of the Association and record all votes and the minutes of all meetings and proceedings, including resolutions, in the Minute Book to be kept for that purpose, and shall perform the duties for any committees, when required. He shall have charge of the Minute Book and records and papers which the Executive Board shall direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members, the Executive Board and committees. He shall have any other duties which may be prescribed by these By-Laws or by the Executive Board or the President. He shall have custody of the corporate seal and, when authorized by the Executive Board, shall



affix and attest the same to any instrument requiring it. The Secretary shall keep or cause to be kept at the principal office of the Association a membership register showing the following: (a) the names and addresses of all members of the Executive Board; (b) the names and addresses of the members of the Association; (c) the Unit as to which each membership relates; and (d) the number of memberships held by each member.

SECTION 8.07 Treasurer. The Treasurer shall have responsibility for the Association's funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in those depositories which may be designated, from time to time, by the Executive Board. He shall disburse the funds of the Association which may be ordered, from time to time, by the Executive Board or by the President and shall render to the President and the Executive Board members at the regular meetings of the Executive Board, or whenever they or either of them shall require, an account of his transactions as Treasurer and the financial condition of the Association. Nothing shall prohibit the functions of the Treasurer to be delegated to an agent of the Association provided this delegation is approved by resolution of the Executive Board. The delegation of the duties of the Treasurer shall not relieve the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

SECTION 8.08 Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

#### ARTICLE IX Committees

SECTION 9.01 Committees. The Executive Board shall have the right to create, from time to time, committees which the Executive Board shall deem appropriate and to delegate to these committees various duties and powers, subject to the ultimate responsibility and authority of the Executive Board. Unless otherwise provided herein, each committee formed by the Executive Board shall consist of a Chairman and two (2) or more members and shall include a member of the Executive Board, in addition to the President as ex-officio member, for Executive Board contact. Other than ad hoc Committees formed by the Executive Board for a limited purpose and to serve a limited period of time, including those committees which may be formed by the Executive Board prior to the first regular annual meeting described in Section 10.04 of the Declaration, the committees shall be appointed by the Executive Board within forty-five (45) days after each annual meeting, to serve for a term of one (1) year or until new members are appointed. Appointments of all committees and their members shall be announced by publication to members of the Association and at the next meeting following the appointments.

ARTICLE X  
Association Books and Records

SECTION 10.1 Association Books and Records. The Executive Board shall make available to the Unit Owners, and to the holders, insurers or guarantors of first mortgage liens on any of the Units, current copies of the Declaration, these By-Laws, any rules and regulations adopted pursuant thereto and the books, records and financial statements of the Association. For purposes of this paragraph, "available" shall mean available for inspection, upon request, during normal business hours at the office of the Association. Any holder, insurer or guarantor of a first mortgage lien on a Unit shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year, free of charge to the party so requesting (provided the cost of copying the requested financial statement may be assessed by the Association against the Owner of the Unit against which the requesting party holds, insures or guarantees a first mortgage lien).

ARTICLE XI  
Obsolescence

SECTION 11.01 Obsolescence. In the event that the Executive Board shall determine that any Common Elements or any other real or personal property of the Association are obsolete, the Executive Board may call for a vote by the Association membership to determine whether or not the property should be demolished and/or replaced. In the event eighty (80%) percent of the Association members and sixty-seven (67%) percent of the eligible holders, insurers or guarantors of first mortgage liens on the Units shall determine that the property should be demolished and/or replaced, the costs thereof shall be assessed against all of the members of the Association according to their respective Common Elements Interest.

SECTION 11.02 Construction Prohibition. In no event shall the Association be permitted to erect any residential dwelling or commercial unit which is not ancillary to the Common Elements.

ARTICLE XII  
Amendments To By-Laws

SECTION 12.01 Amendments to By-Laws. Except as otherwise provided herein, these By-Laws may be amended from time to time by the affirmative vote, in person or by proxy, of the members representing at least fifty-one (51%) percent of the votes in the Association.

ARTICLE XIII  
Termination

SECTION 13.01 Termination. In the event the

Condominium is terminated in its entirety pursuant to the provisions of the Declaration and the Act, the Association shall remain in existence until the distribution of assets, allocation of interests and/or all other aspects of the termination have been completed.

ARTICLE XIV  
Miscellaneous

SECTION 14.01 Delegation of Authority. The Executive Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and this authority may be general or confined to specific instances; unless so authorized by the Executive Board, no officer, agent or other person shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

SECTION 14.02 Inspection of By-Laws. The Association shall keep in its principal office the original or a copy of these By-Laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the members at all reasonable times during office hours.

SECTION 14.03 Membership Minutes. The membership register and minutes of proceedings of the members and Executive Board members shall be open to inspection upon demand of any member at any reasonable time during office hours of the Association, for a purpose reasonably related to his interest as a member.

SECTION 14.04 Construction. Number and gender, as used in these By-Laws, shall extend to and include both singular and plural and all genders as the context and construction requires.