

BYLAWS
OF
GLENDAL YEAAROUND PROPERTY OWNERS ASSOCIATION
ADOPTED ON THIS DAY OF AUGUST 25, 2026

TABLE OF CONTENTS

	Page
ARTICLE I.	
NAME AND ADDRESS	1
1.1 Name.....	1
1.2 Address	1
1.3 Incorporation of Statutory Law.	1
ARTICLE II.	
APPLICABILITY AND INTERPRETATION	1
2.1 Applicability.	1
2.2 Interpretation.	1
ARTICLE III.	
PURPOSE	1
3.1 Association Purpose.	1
3.2 Composition.....	1
ARTICLE IV.	
DEFINITIONS	2
4.1 Definitions.....	2
ARTICLE V.	
MEMBERSHIP	4
5.1 Membership.	4
5.2 Affirmative Vote.....	4
5.3 Membership List.....	4
5.4 Proxies.....	4
5.5 Approved methods of voting.....	4
5.6 Quorum.	5
5.7 Actions Without Meeting.....	Error! Bookmark not defined.
5.8 Remote Technology.....	5
ARTICLE VI.	
MEETINGS OF THE ASSOCIATION	5
6.1 Place of Annual and Special Meetings.	5
6.2 Date of Annual Meetings.	6
6.3 Notice of Meetings.....	6
6.4 Special Meeting.....	6
6.5 Notice of Special Meetings.	6
6.6 Order of Business.....	6
6.7 Recorded meeting.....	7
ARTICLE VII.	
BOARD OF DIRECTORS	7
7.1 Number of Board Members.	7
7.2 Term of Board Members and Compensation.....	7

7.3	Nominations to Board of Directors.	7
7.4	Acclamation.....	7
7.5	Vacancy on Board of Directors.	8
7.6	Removal of Board Members.....	8
7.7	Organizational Meeting of the Board of Directors.	8
7.8	Place of Meetings.	8
7.9	Notice of Regular Board of Directors Meetings.	8
7.10	Special Board of Directors Meetings.....	8
7.11	Waiver of Notice.	8
7.12	Quorum.	9
7.13	Consent in Writing.....	9
7.14	Records.	9
7.15	Power and Duties.....	9

ARTICLE VIII.

OFFICERS 12

8.1	Officers.	12
8.2	Election.....	12
8.3	Vacancies.	13
8.4	President.	13
8.5	Secretary.....	13
8.6	Treasurer.....	13
8.7	Compensation.....	13

ARTICLE IX.

ASSOCIATION BOOKS AND RECORDS 14

9.1	Association Books and Records.....	14
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ARTICLE X.

AMENDMENTS TO BYLAWS 14

10.1	Amendments to Bylaws.....	14
10.2	Restrictions on Amendments.	14

ARTICLE XI.

TERMINATION 14

11.1	Termination.....	14
------	------------------	----

ARTICLE XII.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS 14

12.1	Contracts.....	14
12.2	Checks.....	15
12.3	Deposits.....	15

ARTICLE XIII.

INDEMNIFICATION 15

13.1	Indemnification.	15
13.2	Successful Defense.....	15
13.3	Preservation of Rights.	15
13.4	Permissive Indemnification and Advancement of Expenses.	15

13.5	Scope of Indemnification.....	16
13.6	Insurance; Funding to Meet Indemnification Obligations.....	16
13.7	Miscellaneous.	16
13.8	Definition of Authorized Representative.	16
ARTICLE XIV.		
DELEGATION OF POWERS OF BOARD AND OFFICERS		17
14.1	Delegation of Powers of Board.....	17
14.2	Delegation of Powers of Officers.....	17
ARTICLE XV.		
UNIT OWNER PAYMENT OBLIGATIONS		17
15.1	Assessment Obligation.	17
15.2	Common Expense Allocation.	18
15.3	Amount of Assessments.	18
15.4	Time of Payment.	18
15.5	Effect of Non-Payment of Assessment.....	18
15.6	Lien of Assessments.	19
15.7	Method of Enforcing Collection of Assessments.	19
15.8	Unpaid Assessments at the Time of Execution Sale Against a Unit.	19
15.9	Voluntary Sale of a Unit.	Error! Bookmark not defined.
15.10	Mortgage Foreclosure.....	20
15.11	Assignment of Assessments.	20
15.12	Unit Owners' Negligence.....	20
15.13	Surplus Revenues.	20
ARTICLE XVI.		
MISCELLANEOUS		20
16.1	Fiscal Year.....	20
16.2	Construction.	20

ARTICLE I. NAME AND ADDRESS

1.1 Name. The name of this association is Glendale Yearound Property Owner Association (the “**Association**”), and it is organized as an incorporated non-profit association.

1.2 Address. The business mailing address of the Association shall be Glendale Yearound Property Owners Association, PO Box 89, Flinton, PA 16640, or such other place as designated by the Board of Directors, upon notice to the Unit Owners. The principal office address for the Association shall be 110 Troxell Spring Road, Flinton, PA 16640.

1.3 Incorporation of Statutory Law. Except as expressly provided herein, or in the Act, the Association shall be governed by the provisions of the Nonprofit Corporation Law, 15 Pa. C.S.A. 5101 et seq., as it may be amended from time to time (the “**Corporation Law**”).

ARTICLE II. APPLICABILITY AND INTERPRETATION

2.1 Applicability. These Bylaws shall be applicable to the Association. All present and future Unit Owners and occupants of Units, their tenants, guests, licensees, servants, agents and employees, and any other person or persons who shall be permitted to use the Common Facilities shall be subject to these Bylaws and to the Rules and Regulations which may be promulgated by the Board of Directors of the Association from time to time to govern the conduct of the Unit Owners and occupants of Units. Ownership, rental or occupancy of any of the Units in Glendale Yearound (the “Community”) shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted, ratified and will comply with these Bylaws and the Rules and Regulations of the Association.

2.2 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Act, the Act shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, these Bylaws shall be interpreted in a manner which conforms to the provisions of the Internal Revenue Code with respect to nonprofit entities, it being the intention to preserve the lawful status of the Association as a bona-fide nonprofit entity.

ARTICLE III. PURPOSE

3.1 Association Purpose. The Association is responsible for the management, operation, maintenance, administration, regulation, repair, replacement, care, upkeep and insurance of the Common Elements for the use, benefit and enjoyment of the Unit Owners and lawful occupiers of the Units in the Community. The Association does not contemplate pecuniary gain or profit to its members.

3.2 Composition. The Association was organized on or about January 14, 1975 as a domestic non-profit corporation in the Commonwealth of Pennsylvania under the Corporation Law.

ARTICLE IV. DEFINITIONS

4.1 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 ascribed to them in the Pennsylvania Uniform Planned Community Act, Act No. 1996-180 (68 Pa. Cons. Stat. § 5101 *et seq.*) (the “**Act**”). Defined terms specified herein include the following:

“**Assessments**” shall mean those levies, charges, assessments or sums payable by the Unit Owners (hereinafter defined) from time to time as levied or assessed by the Association, as provided herein and in the Bylaws of the Association. The term “Assessment” shall also include any other amounts that may be levied or assessed against a Unit Owner or a Unit, including but not limited to, costs of collection, late charges, interests, fines, legal fees, penalties and other expenses, like charges, fees or costs.

“**Common Expenses**” shall mean expenditures made by or financial liabilities of the Association, together with any allocation to reserves, and shall include Common Expenses and Limited Common Expenses. Common Expenses include, without limitation:

expenses of administration, management, operation, maintenance, repair, replacement and insurance, together with any allocation to reserves, of the Controlled Facilities and/or Common Elements, which include without limitation, costs for garbage and refuse removal, costs to remove snow and/or ice from the Common Elements and/or costs to maintain the roads, pools, recreational facilities and other property of the Association;

expenses of administration, management and operation of the Association; and

expenses not designated as Limited Common Expenses by the provisions of the Act or the Bylaws.

“**Common Facilities**” or “**Common Elements**” shall mean all portions of the Community which are or may be owned by or leased to the Association, if any, other than the Units, including, but not limited to, the private roads in the Community, the pool, pool building, the playgrounds, the pavilion, the pond, the sporting areas and recreational facilities, outside lighting, common sidewalks, curbing, and storm water management facilities.

“**Community**” as defined in **Error! Reference source not found.** At the time of the enactment of these Bylaws, there are One Thousand Five Hundred (1,500) Units in the Community.

““**Delinquent Assessment**” any assessment, regular or special, that is not paid in a timely manner by a Unit Owner.

“**Board Member**” shall mean a member of the Board of Directors.

“**Board of Directors**” or “**Board**” shall mean a board of natural individuals of the number stated herein and in the Bylaws, who shall manage the business, operation and affairs of the Association on behalf of the Unit Owners and in compliance with and subject to the provisions of the Act.

“Governmental Authority” shall mean any federal, state, county or municipal authority or any political subdivision of any thereof or any court or administrative body.

“Independent reviewer” shall mean a person who is selected by the Board of Directors of the Community and satisfies all of the following:

- (1) holds a certificate as a certified public accountant issued by the Commonwealth, is licensed to practice law in this Commonwealth or is a vote management system.
- (2) is not a Unit Owner of the Community, directly or indirectly.
- (3) has no immediate family relationship (parent, spouse, child or sibling) with a Unit Owner in the Community or the Community manager.
- (4) has no financial interest shared with a Unit Owner of the Community or the Community manager.
- (5) if compensated by the Declarant, a director on the Board, the Association or the Community manager, has disclosed the terms of the compensation to Unit Owners of the Community at a scheduled meeting.

“Vote management system” A third-party vendor who operates a digital or subscription service that securely manages the conduct of elections and voting procedures.

“Permittee” shall mean the then owner of a Unit and its respective agents, guests, invitees, tenants and licensees.

“Person” shall mean any natural individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

“Rules and Regulations” shall mean such policies and procedures as may be established from time to time by the Board of Directors with respect to the Community, the Association, the Unit Owners and other occupants of the Community. This includes but is not limited to the Glendale Yearround Property Owners Guide.

“Special Assessment” shall mean special Assessments for Common Expenses and/or Limited Common Expenses, such assessments to be fixed, established and collected from time to time.

“Unit” shall mean a part of the Community designated for separate ownership or occupancy, and shall include any home or campsite constructed thereon. Units shall include mobile homes, Homesite Lots, Seasonal Homesite Lots, Campsite Lots and Recreational Rustic Lots as those terms are used in the various deeds of conveyance to owners of Units in the Community.

“Unit Owner” or **“Owner”** shall mean the record owner, whether one or more Persons, of fee simple title to any Unit, but the term “Unit Owner” does not include any Person having an interest in a Unit merely as security for the performance of an obligation.

ARTICLE V. MEMBERSHIP

5.1 Membership. Membership in the Association shall be limited to the Unit Owners in the Community. Membership shall be appurtenant to each Unit and membership in the Association shall be inseparable from legal title to such Unit. When a Unit is transferred to a new Owner, then membership in the Association is transferred with the Unit. No member of the Association may withdraw except by transfer of title of their Unit to a new Owner.

5.2 Affirmative Vote. Except as otherwise provided herein, or in the Act, all decisions shall require for passage the affirmative vote of at least a majority of the votes of the Unit Owners in good standing and entitled to vote in attendance at a meeting having present, in person, by remote participation as provided in these Bylaws, by mail ballot or by proxy, the quorum required in Section 5.6 hereof. Cumulative voting shall not be permitted.

5.3 Membership List. Not less than 30 days prior to the date of any annual or any special meeting of the Association, the Secretary shall compile and maintain at the principal office of the Association, an updated list of the Unit Owners and their last known post office addresses. This list shall be open to inspection by all Unit Owners and other persons lawfully entitled to inspect the same during regular business hours of the Association up to the date of the annual or special meeting. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association, the Board of Directors and all committees formed by the Board of Directors and all resolutions of the Board of Directors (the “**Minute Book**”).

5.4 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy or mail ballot duly executed by a Unit Owner with one vote per Unit. Mail ballots and written proxies may be submitted by United States mail, delivered to the office or email address of the Association, delivered directly to the Secretary of the Association or delivered by whatever method of delivery the Association deems best at that time. To be valid, mail ballots and proxies must be upon such form or in such format as is then required by the Association and must be received by the Secretary no later than 11:00 pm of the day before the meeting for which the ballot is applicable or the proxy is specified to be effective. A mail ballot vote shall be defined as a written vote signed and submitted by all the Owners then of record with the Association for such Unit which states the specific vote of the Unit Owner with respect to the issues, resolutions or elections being voted on by the Unit Owners at the annual or special meeting. A proxy is valid only for the designated meeting and if the meeting is suspended or adjourned, then the proxy shall continue to be valid until such meeting is formally concluded. A proxy is void if it is not dated or not signed.

5.5 Approved methods of voting. Methods of voting shall be in accordance with the following:

5.5.1 Except to the extent expressly prohibited in these Bylaws, the voting rights of a Unit Owner may be cast or given in the following ways:

- (a) in person or by proxy at a meeting of the Association;

(b) by absentee ballot (including mail ballots and electronic ballots) in accordance with this section and Section 5.4; or

(c) by another method of voting expressly provided in these Bylaws.

5.5.2 An absentee ballot may:

(a) Be counted as a Unit Owner present and voting for the purpose of establishing a quorum, and otherwise, only for agenda items appearing on the ballot so long as such ballot is received before the commencement of the meeting.

(b) Not be counted even if properly delivered, if the Unit Owner attends the meeting to vote in person. A vote cast at a meeting by a Unit Owner supersedes a vote submitted by absentee or electronic ballot previously submitted for that agenda item.

5.5.3 For the purposes of this subsection, the term “electronic ballot” means a ballot cast or given by electronic transmission over the Internet, vote management system or the association’s community network, whether by direct connection, intranet, telecopier, electronic mail or other technological means, if the identity of the Unit Owner submitting the ballot can be confirmed and a receipt of the electronic transmission and ballot can be made available to the Unit Owner.

5.6 Quorum. Except as otherwise provided in these Bylaws, the presence in person, by remote participation as provided in these Bylaws, by mail ballot or by proxy of ten percent (10%) of the Unit Owners in good standing 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 Unit Owners present, either in person, by remote participation as provided in these Bylaws, by mail ballot or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called until such time as a quorum shall be present or represented. If the Association fails to meet a quorum at two subsequent meetings under this subsection, the Association may utilize the provisions under 15 Pa.C.S. § 5756(b)(relating to quorum) to meet quorum requirements, except as otherwise provided in the Bylaws of the Association.

5.7 Remote Technology. A Unit Owner in good standing may participate in an annual or special meeting of the Association by means of a conference telephone or other remote electronic technology, including the Internet, which allows each participant in such meeting to hear each other. Participation in a meeting as authorized under this section shall be deemed in-person attendance at the meeting and shall count towards the quorum requirements under Section 5.6.

ARTICLE VI. MEETINGS OF THE ASSOCIATION

6.1 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 Board of Directors and designated in the notices of these meetings. Meetings can be held by conference call, telephone or

other electronic technology including the internet. Meetings may be recorded via audio or video technology.

6.2 Date of Annual Meetings. Annual meetings of the Association shall be held each year in July or on such date as the Board of Directors may determine. The Unit Owners may transact any business which may properly come before the meeting.

6.3 Notice of Meetings. Notice of meetings shall be given as follows:

6.3.1 First class or express mail, postage prepaid, or courier service, charges prepaid, to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. Notice under this paragraph shall be deemed to have been given to a Unit Owner when deposited in the United States mail or with a courier service for delivery to the Unit Owner; or by

6.3.2 Facsimile transmission, e-mail or other electronic communication to the Unit Owner's facsimile number or address for e-mail or other electronic communications supplied by the Unit Owner if such Unit Owner opts in to electronic notifications. Notice under this paragraph shall be deemed to have been given to the Unit Owner when sent.

6.3.3 The Secretary shall send notices of meetings to each Unit Owner as provided above. The notice of each annual or special meeting shall be sent not less than 10 days before the date of the meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof and the items on the agenda, including the general nature of any proposed amendment to these Bylaws, any budget or Assessment changes and any proposal to remove any Board Member. In lieu of sending notice as herein provided, notice may be delivered by hand to the Unit Owners or left at their Units in their absence.

6.4 Special Meeting. It shall be the duty of the President to call a special meeting of the Association (i) for the purpose of holding elections of Board Members pursuant to the terms of these Bylaws, (ii) whenever he is directed to do so by resolution of the Board of Directors, or (iii) upon presentation to the Secretary of a petition signed by not less than ten percent (10%) of the Unit Owners entitled to vote stating the specific purpose of the special meeting.

6.5 Notice of Special Meetings. The Secretary shall mail notice of each special meeting to each Unit Owner in the manner provided in Section 6.3 hereof. The notice shall state the same items required by Section 6.3 hereof for notices of annual meeting. 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 Unit Owners present, either in person, by remote participation as provided in these Bylaws, by ballot or by proxy.

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

- Roll call and quorum count;
- Approval of agenda;
- Reading and approval of minutes of previous meeting;
- Reports of officers and committees;
- Standing and special committee reports, if applicable;

Election of Board Members, if applicable;
Unfinished business;
New business; and
Adjournment.

6.7 Recorded meeting. Meetings of the Association may be recorded by the Board of Directors via audio or video technology, provided that an announcement is made by the presiding officer at the commencement of the meeting that the meeting will be recorded. A recorded meeting under this section shall be maintained and available to Unit Owners for a period of no less than six months after the date of the meeting.

ARTICLE VII. BOARD OF DIRECTORS

7.1 Number of Board Members. The affairs of the Association shall be governed by an Board of Directors consisting of no less than five (5) and no more than seven (7) Board Members who shall be Unit Owners in good standing (or, as to Units owned by a corporation, joint venture, partnership or unincorporated association, a natural person duly appointed by the corporation, joint venture, partnership or unincorporated association to serve on its behalf) elected by the Unit Owners present in person, by remote participation as provided in these Bylaws, by ballot or by proxy at a meeting of the Association.

7.2 Term of Board Members and Compensation. The term of each Board Member shall be three (3) years unless nominated pursuant to Section 7.5 hereof. Board Members shall serve no more than two (2) consecutive terms unless there are no other candidates interested in seeking a Board position, in which case there shall be no term limits for any existing Board Member.

7.3 Nominations to Board of Directors. Except as provided in Section 7.1 hereof, Unit Owners may be nominated for election to the Board of Directors in one of the following ways:

7.3.1 A Board Member shall be deemed to have been nominated for reelection to that position by signifying their intention to seek reelection in writing addressed to the Board of Directors.

7.3.2 A Unit Owner who is not a Board Member and who desires to run for election to that position shall be deemed to have been nominated for election as a Board Member upon their filing with the Board of Directors a written notice of nomination.

7.3.3 In the event that there are more candidates than open positions on the Board of Directors, then, upon request of one or more of the candidates, the Association shall hold a special session at least seven days before the election of a Board member to allow the Unit Owners to meet each candidate for a Board position. Each candidate for a Board position shall have equal time to address the Unit Owners during a special session under this subsection.

7.4 Acclamation. In the event that an election for a position on the Board of Directors is uncontested, the officer or chair presiding at the election meeting may declare the nominee elected by acclamation after determining there are no further nominations.

7.5 Vacancy on Board of Directors. If the office of any Board Member becomes vacant by reason of their death, resignation, sale or transfer of the Board Member's Unit, retirement, disqualification, removal from office or otherwise, the remaining Board Members, at a special meeting duly called for this purpose, shall choose a successor, who shall hold office until the expiration of the term of the Board Member they are replacing. In the event that there is a deadlock in the voting for a successor, the Board Member with the longer continuous term on the Board of Directors shall select a successor from the successor candidates. At the expiration of his term, the replacement Board Member may be re-elected or their successor shall be elected in accordance with Section 7.1 hereof.

7.6 Removal of Board Members. Board Members may be removed with or without cause, by a two-thirds (2/3) vote of all of the Unit Owners in the Association who are entitled to vote, at any special meeting of the Association of which notice has been properly given as provided in these Bylaws; provided, that the same notice of the special meeting has also been given to the entire Board of Directors and any individual Board Member whose removal is to be considered at this special meeting.

7.7 Organizational Meeting of the Board of Directors. No later than 20 days following each annual meeting of the Association, the Board of Directors 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 Board Members in the manner provided in Section 7.9 hereof.

7.8 Place of Meetings. All meetings of the Board of Directors 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 Board of Directors or by written consent of all Board Members. The Board of Directors may choose to meet virtually rather than in person.

7.9 Notice of Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at any time and place permitted by law or as may be determined from time to time by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Board Member personally, by telegram, facsimile, email, telephone or by United States mail, with postage prepaid, directed to them at his last known post office address as the same appears on the records of the Association, at least one (1) days before the date appointed for this meeting. This notice shall state the date, time, place and purpose of the meeting.

7.10 Special Board of Directors Meetings. Special meetings of the Board of Directors may be called by the President of the Association on three days written notice to each Board Member given in the same manner as provided in Section 7.9 hereof. Special meetings of the Board of Directors shall be called by the President or the Secretary in like manner upon the written request of any two Board Members.

7.11 Waiver of Notice. Before any meeting of the Board of Directors, whether regular or special, any Board Member may, in writing, waive notice of the meeting and this waiver shall be deemed equivalent to the giving of the required 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 a Board Member at any meeting of the Board of Directors shall likewise constitute a waiver by them of the required notice. If all Board Members are present at any meeting of the Board of Directors, no

notice of the meeting shall be required and any business may be transacted at this meeting except as prohibited by law, or these Bylaws.

7.12 Quorum. At all duly convened meetings of the Board of Directors, a majority of the Board Members shall constitute a quorum for the transaction of business, except as otherwise expressly provided in these Bylaws, or by law, and the acts of the majority of the Board Members present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Board Members 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 Board Member. Board Members may be deemed to be present at a meeting of the Board of Directors if they participate telephonically, other remote electronic technology, including the internet or through video conferencing, which allows each participant in such meeting to hear each other.

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

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

7.15 Power and Duties. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper administration of the affairs of the Association. In the performance of its duties as the governing body of the Association, in addition to those powers and duties set forth in the Act, the Board of Directors shall have powers and duties including, but not limited to, the following:

7.15.1 Duties:

(a) Each Board Member individually and the Board of Directors collectively shall perform the duties of the Board of Directors in good faith, as a fiduciary of the Association, in a manner which the Board Member reasonably believes to be in the best interests of the Association and perform these duties with the care of a person of ordinary prudence under similar circumstances, including, but not limited to reasonable inquiry, skill and diligence.

(b) Provide for the management, operation, maintenance, administration, regulation, repair, replacement, care, upkeep and insurance of the Common Elements and all property, real or personal, of the Association.

(c) Determine the Common Expenses and Limited Common Expenses and assess the same against the Unit Owners in accordance with the provisions of these Bylaws and the Act.

(d) Levy and collect, in addition to regular Assessments for Common Expenses and Limited Common Expenses, Special Assessments in those amounts which the Board of Directors deems proper, whenever the Board of Directors is of the opinion that it should do so in order to meet increased operating or maintenance costs, or collect additional capital, or because of emergencies.

(e) Use and expend any sums collected from regular and special Assessments for the management, operation, maintenance, administration, regulation, repair, replacement, care, upkeep and insurance of the Common Elements.

(f) Maintain the Common Elements in a condition at least equal to that which existed at the time of the enactment of these Bylaws.

(g) Maintain a reserve fund adequate for the repair and replacement of those Common Elements which periodically require repair or replacement.

(h) 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 Unit or otherwise properly chargeable to a Unit Owner.

(i) Collect Delinquent Assessments, late charges and other charges made by the Association through the Board of Directors against any Unit and the Unit 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.

(j) To abate nuisance and enforce observance of the Rules and Regulations relating to the Community, by injunction or any other legal action or means which the Board of Directors may deem necessary or appropriate.

(k) Cause operating, escrow and other accounts, if any, to be established and opened as the Board of Directors may deem appropriate from time to time and as may be consistent with generally accepted accounting practices.

(l) Adopt a budget for each fiscal year which shall contain estimates of the cost and expenses of the Association.

(m) Within 180 days after the end of each fiscal year, prepare an annual financial statement consisting of at least a balance sheet and a statement of revenues and expenses.

(n) Cause an audit to be performed upon the Association's financial records on an annual basis with such audit to be performed by an accounting professional qualified to perform audits;

(o) Maintain accounting records in accordance with generally accepted accounting principles and keep financial records sufficiently detailed to enable the Association to comply with Section 5407 of the Act.

(p) Keep the Common Facilities, and personal property owned by the Association insured, for the benefit and protection of the Unit Owners and the Association. The Association, by its Board of Directors, shall be required to receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Unit Owners, in accordance with the Act. 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 with respect to this insurance and the performance of all other acts necessary to accomplish these purposes.

(q) Establish and maintain depositories for the Association with the bank or the banks which shall be designated from time to time by the Board of Directors and in which monies of the Association shall be deposited. Withdrawal of monies shall be only by check signed by those persons who are authorized by the Board of Directors. The Board of Directors shall have the power to invest monies of the Association in investments which the Board of Directors shall deem to be reasonably prudent.

7.15.2 Powers:

(a) Employ and dismiss such personnel or independent contractors, and to purchase or arrange for services, materials and supplies, which, in the opinion of the Board of Directors, may be necessary from time to time for the proper management, operation, maintenance, administration, regulation, repair, replacement, care, upkeep and insurance of the Common Elements.

(b) Enter into a contract for professional management of the Community and the Association, at a price and upon terms determined by the Board of Directors, to perform those duties and services which the Board of Directors may lawfully delegate.

(c) Employ or retain and receive advice from professional counsel and consultants which the Board of Directors may deem proper, and fix the compensation for such professional advice or services. Each Board Member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (i) one or more officers or employees of the Association whom the Board Member reasonably believes to be reliable and competent in the matter presented; (ii) counsel, public accountants or other persons as to the matters which the Board Member reasonably believes to be within the professional or expert competence of such person; and (iii) a committee of the Board of Directors, upon which the Board Member does not serve, duly designated in accordance with these Bylaws, as to matters within its designated authority, which committee the Board Member reasonably believes merits confidence. A Board Member shall not be considered to be acting in good faith if they have knowledge concerning the matter in question that would cause their reliance to be unwarranted.

(d) Make and enforce compliance with reasonable Rules and Regulations relative to the operation, use and occupancy of the Common Elements, and Units, including, but not limited to, penalties to be levied for violations of these Bylaws, and any Rules and Regulations which the Board of Directors shall adopt, and to amend the same from time to time as and when approved by appropriate resolutions. Such Rules and Regulations shall be binding on the Unit Owners and occupants of Units, their successors and assigns. A copy of any Rules and Regulations and copies of any amendments thereto shall be delivered or mailed to each Unit Owner or posted publicly on the Association's website and at its principal office promptly upon the adoption thereof.

(e) 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; provided that requirements of Section 5318 of the Act is satisfied for conveyances of the Common Facilities. No approval of the Unit Owners shall be necessary for the Board of Directors to sell a Unit purchased by the Board of Directors.

(f) Borrow and repay monies and encumber and convey Common Facilities and assign or pledge its right to receive and collect Assessments, subject to the provisions of Section 5318 of the Act.

(g) Do all things incidental and necessary to the accomplishment of the above.

The duties and powers imposed on the Board of Directors by this Section 7.15 shall not be amended so as to reduce or eliminate any duties or powers of the Board of Directors without the affirmative vote of at least eighty percent (80%) of Unit Owners in the Association.

ARTICLE VIII. OFFICERS

8.1 Officers. The officers of the Association shall be a President, Secretary and Treasurer. The Secretary shall be eligible to hold the office of Treasurer. The officer shall all be Board Members.

8.2 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting held pursuant to Section 7.7 hereof and shall hold office until their successors are elected or appointed by the Board of Directors; provided that each officer shall hold office at the pleasure of the Board of Directors and may be removed either with or without cause and their successor elected at any annual or special meeting of the Board of Directors called for this purpose, upon the affirmative vote of a majority of the Board Members. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Association. Any resignation shall take effect as of the date of the receipt of the notice or any later time specified therein and, unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

8.3 Vacancies. A vacancy in any office because of death, resignation, sale or transfer of the Board Member's Unit, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

8.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. They shall have the general powers and duties usually vested in the office of the president of a community association, including, but not limited to, the power to appoint ad hoc committees from among the Unit Owners from time to time as they may deem appropriate to assist in the conduct of the affairs of the Association. The President shall be an ex-officio member of all committees. The President shall execute all 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 Board of Directors to another officer or agent of the Association.

8.5 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Association and record all votes and the minutes of all meetings and proceedings, including resolutions, in the Minute Book, and shall perform these duties for any committees when required. They shall have charge of the Minute Book and the records and papers which the Board of Directors shall direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the Unit Owners, the Board Members and committee members, and all other duties which may be prescribed by these Bylaws, or by the Board of Directors or the President. The Secretary shall also have custody of the corporate seal, and, when authorized by the Board of Directors, shall affix the same to any instrument requiring it and attest the same when appropriate. 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 Board Members; (b) the names and addresses of all Unit Owners; and (c) the Unit as to which each ownership relates.

8.6 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, and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association, in depositories which may be designated from time to time by the Board of Directors. The Treasurer shall disburse the funds of the Association which may be ordered from time to time by the Board of Directors or by the President to disburse, and shall render to the President and the Board Members at the regular meetings of the Board of Directors, or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association. Nothing shall prohibit the functions of the Treasurer to be delegated to a management company for the Association provided this delegation is approved by resolution of the Board of Directors. 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.

8.7 Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred by them in the discharge of their duties and shall be exempt from all regular Assessments (but not exempt from Special Assessments).

**ARTICLE IX.
ASSOCIATION BOOKS AND RECORDS**

9.1 Association Books and Records. The Board of Directors shall make available to the Unit Owners current copies of these Bylaws, the Rules and Regulations of the Association 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 of the Association at the principal office of the Association or another location designated by the Board of Directors. Any first mortgagee 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 Unit Owner against which the requesting party holds, insures or guarantees a lien).

**ARTICLE X.
AMENDMENTS TO BYLAWS**

10.1 Amendments to Bylaws. Except as otherwise provided herein, these Bylaws may be amended from time to time by the affirmative vote, present in person, by remote participation as provided in these Bylaws, or by absentee ballot at a meeting of the Association, of at least fifty-one percent (51%) of all Unit Owners in the Association.

10.2 Restrictions on Amendments.

All proposed amendments to these Bylaws shall be subject to the following conditions and restrictions:

- (i) such vote may only be taken at a scheduled meeting and following notice to the Unit Owners that was advertised at least fourteen (14) days in advance of such meeting;
- (ii) absentee voting shall be permitted so long as such votes are submitted to an Independent Reviewer prior to the commencement of the meeting called for such purpose; and
- (iii) no amendment, modification or repeal of any provision of these Bylaws shall be made which is inconsistent with applicable law.

**ARTICLE XI.
TERMINATION**

11.1 Termination. In the event the Community is terminated in its entirety pursuant to the provisions of the Act, the procedures concerning dissolution set forth in the Corporation Law, or its successor, shall be followed for dissolving the Association. In the event of dissolution, the assets, including any surplus of the Association after payment of all debts, including mortgages and other encumbrances, shall be distributed equally among the then current Unit Owners.

**ARTICLE XII.
CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

12.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any

contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

12.2 Checks. All checks, drafts or other orders for the payment of money, and notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. Any check in excess of Five Hundred Dollars (\$500.00) must be signed by two authorized signatories.

12.3 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE XIII. INDEMNIFICATION

13.1 Indemnification. The Association shall indemnify to the fullest extent now or hereafter permitted by law, any person who was or is made a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action, suit or proceeding, by reason of the fact that such person is or was a Board Member or officer of the Association, against all expenses (including attorneys' fees and disbursements), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that the Board of Directors determines that the person seeking indemnification acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation.

13.2 Successful Defense. Notwithstanding any other provision in this ARTICLE XIII, to the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 13.1, or in defense of any claim, issue or matter therein, such person shall be indemnified by the Association against all expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

13.3 Preservation of Rights. The rights of indemnification provided by this Article shall continue as to any person who has ceased to be a Board Member or officer of the Association and shall inure to the benefit of the heirs, executors and administrators of such person. Any modification or repeal of this Article shall not have any effect upon the indemnification rights of any person as they relate to any action taken, any failure to take action, or events which occurred prior to the effective date of such modification or repeal.

13.4 Permissive Indemnification and Advancement of Expenses. The Association may, as determined by the Board of Directors from time to time and in addition to any indemnity provided under these Bylaws or otherwise, indemnify to the fullest extent now or hereafter permitted by law, any person who was or is a party to or a witness in or is threatened to be made a party to or a witness in, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was an authorized representative of the Association, against all expenses (including attorney's fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by such person in connection with such

action, suit or proceeding. The Association may, as determined by the Board of Directors from time to time, pay expenses incurred by any such person by reason of such person's participation in an action, suit or proceeding referred to in this Section 13.4 in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Association.

13.5 Scope of Indemnification. Indemnification under this Article is provided pursuant to the Corporation Law, and this Article is intended to provide indemnification in accordance therewith whether the Association would have the power to so indemnify under any other provisions of other law and whether the indemnified liability arises or arose from any threatened pending or completed action by or in the right of the Association. It is intended that the Association shall indemnify each authorized representative to the maximum extent permitted by law. Consistent with such intent, this Article shall be interpreted as creating an irrevocable contractual obligation of the Association, which shall be for the benefit of each authorized representative, to indemnify each authorized representative to the maximum extent permitted by law. Indemnification under this Article shall not be made by the Association in any case where indemnification for the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by law.

13.6 Insurance; Funding to Meet Indemnification Obligations. The Association shall have the power to purchase and maintain insurance on behalf of any authorized representative of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability. The Board of Directors shall have the power to borrow money on behalf of the Association, including the power to pledge the assets of the Association, from time to time to discharge the Association's obligations with respect to indemnification, the advancement and reimbursement of expenses, and the purchase and maintenance of insurance on behalf of each authorized representative.

13.7 Miscellaneous. Each authorized representative of the Association shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested Board Members, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Association and shall inure to the benefit of the heirs, executors and administrators of such person. Any repeal or modification of this Article by the Board of Directors of the Association shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article.

13.8 Definition of Authorized Representative. For the purposes of this Article, the term "authorized representative" shall mean a Board Member, officer, employee or agent of the Association or of any subsidiary of the Association, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Association or by any subsidiary of the Association, or a person serving another corporation,

partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Association.

ARTICLE XIV. DELEGATION OF POWERS OF BOARD AND OFFICERS

14.1 Delegation of Powers of Board. The powers of the Board of Directors may not be delegated to other persons or agents, unless otherwise provided herein, but shall be reserved to those individuals who have been duly elected or appointed as Directors.

14.2 Delegation of Powers of Officers. The day to day operating authority of the officers, with respect to the handling of complaints, the enforcement of the provisions of these Bylaws, the collection of assessments, contracting for the ordinary and necessary maintenance and repairs for the Community, the payment of ordinary and necessary bills, any and all property management issues, and such other powers as the Board of Directors may by resolution specifically identify, may be delegated to a managing agent to conduct the ordinary daily business of the Association, on such terms as the Board of Directors establishes.

ARTICLE XV. UNIT OWNER PAYMENT OBLIGATIONS

15.1 Assessment Obligation. Each Unit Owner, covenants and agrees to pay to the Association all Assessments including but not limited to: (i) regular Assessments for Common Expenses and Limited Common Expenses to be made annually and to be due and payable at such frequency as the Board deems appropriate based upon the budget of the Association. (ii) special Assessments for Common Expenses and/or Limited Common Expenses, such assessments to be fixed, established and collected from time to time as hereinafter provided and (iii) any fines or interest charges. The Assessments and costs of collection (including attorneys' fees) shall be a charge on the Unit and shall be a continuing lien upon the Unit from the time each Assessment or costs of collection become due. Each Assessment and costs of collection shall also be the personal obligation of the Unit Owner at the time when the Assessment or such costs first became due.

15.1.1 The Association shall have the right to assess as Limited Common Expenses charges against any one or more Units to provide services which are exclusively for the benefit of such Units. Except for Limited Common Expenses which are included in the regular Assessments, Assessments for Limited Common Expenses shall be paid by each Unit Owner so assessed within 30 days of their receipt of notice from the Association.

15.1.2 In addition to the regular annual Assessments authorized above, the Association may levy during any fiscal year Special Assessments applicable to that year for purposes of defraying in whole or in part any unanticipated and unbudgeted costs of maintenance, construction, reconstruction, repair or replacement of capital improvements with respect to the Common Facilities, or any unanticipated and unbudgeted administrative expense of the Association. The Association may also levy and assess, as often as required and without the approval of the Unit Owners, Special Assessments for the prompt correction of violations of any ordinances, codes and regulations of any Governmental Authority with jurisdiction of the Community and the abatement of nuisances. Such Special

Assessments may be payable in a lump sum or in installments, as determined by the Executive Board.

15.2 Common Expense Allocation. Each Unit in the Community shall be allocated its proportionate share of the Common Expenses of the Association except that if a Unit Owner owns two adjacent Units, then that Unit Owner shall pay one full Assessment for the primary Unit and a fifty percent (50%) Assessment for the secondary Unit. The secondary Unit must be ancillary to the primary Unit and must not have any housing structure or temporary housing structure located upon the secondary Unit in order to qualify for the discount. The proportionate share is determined by dividing one by the number of Units in the Community, multiplied by one hundred. At the time these Bylaws were enacted, the proportionate share of each Unit was .00067% (based upon 1,500 Units).

15.3 Amount of Assessments. Each Unit Owner is legally obligated to contribute to the Common Expenses of the Association providing for the administration, maintenance, replacement and repair of the Common Elements and the administration and maintenance of the Association, in such amounts as shall be determined by multiplying the proportionate share of the Unit by the total Common Expenses for the Community computed on an annual basis and based upon amounts established in the budget prepared by the Executive Board. Limited Common Expenses shall be assessed in accordance with this Declaration. No Unit Owner may be exempted from contributing toward such expenses by the Unit Owner's waiver of the use or enjoyment of any of the Common Elements or by the Unit Owner's abandonment of the Unit owned, or by set-off or counterclaim. Regular annual Assessments shall not increase by more than three percent (3%) per year.

15.4 Time of Payment. Except as otherwise provided in the Act or these Bylaws, payment by the Unit Owner's share of the expenses aforesaid shall be made at the discretion of the Board of Directors, provided that all regular Assessments shall be declared by the Board of Directors annually upon such frequency and dates as the Board deems appropriate. The failure of the Board of Directors to declare formally any such annual Assessment shall result in the regular annual Assessment for the immediately preceding year being the estimated annual Assessment due and payable for the next year. In the event Assessments are not paid as required, the Board of Directors may assess fines, Delinquent Assessments and the costs of collection under the terms of 0 below.

15.5 Effect of Non-Payment of Assessment. In the event that any Unit Owner fails to pay any Assessment or installment thereof (whether for Common Expenses or Limited Common Expenses) within 10 days of the date that such Assessment or installment is due, a late fee may be assessed against such Unit Owner by the Board. Additionally, any Assessment or installment thereof (whether for Common Expenses or Limited Common Expenses) not paid within 30 days after the due date shall bear interest from the due date at the greater of (i) fifteen percent (15%) per annum or (ii) the highest rate permitted by the Act. Upon such failure, the Association shall have the right to accelerate payment of all remaining installments of any Assessments up to a period of 12 months, including the amount of any Special Assessments. The Association may bring an action at law or in equity against the Unit and/or the Unit Owner personally obligated to pay the Delinquent Assessments, or foreclose the lien described in 0 below against the Unit or both, or it may seek and obtain any other remedy provided at law or in equity, and shall be permitted to recover all costs of collection (including attorneys' fees).

15.6 Lien of Assessments. All Assessments and costs of collection thereof (including attorneys' fees), shall constitute a lien against said Unit in favor of the Association; provided, that Delinquency Assessments and all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees) shall be subordinate to the lien of any first mortgage against a Unit, provided said mortgage was recorded with the Recorder of Deeds prior to the date the Assessment(s) become due and owing. The lien of Assessments shall be effective from and after the time the Assessment or charge (or the applicable installment thereof) becomes due and payable. If the Assessment is payable in installments and one or more installments is past due, the entire unpaid balance of the Assessment becomes effective as a lien from the due date of the delinquent installment. Upon full payment of all sums secured by the lien and a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at their sole expense. Such lien of the Association shall have the priority accorded Association liens under Section 5315 of the Act.

15.7 Method of Enforcing Collection of Assessments. Any Assessment charged against a Unit may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association or of the members of the Association in an action at law or equity. Any judgment against the Unit Owner and/or their Unit shall be enforceable in the same manner as is otherwise provided by law. Reasonable attorneys' fees and court costs incurred by the by the Association incident to the collection of any Assessments or the enforcement of any lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior liens advanced by the Association in order to protect its lien, shall be payable by the Unit Owner and secured by such lien.

15.8 Unpaid Assessments at the Time of Execution Sale Against a Unit. In the event that title to a Unit is transferred by Sheriff's sale pursuant to execution upon any lien against the Unit, the Board of Directors may give notice in writing to the Sheriff of any unpaid Assessments which are a charge against the Unit, but have not been reduced to a lien, and the Sheriff shall pay the Assessments of which he has such notice out of the proceeds of the sale which remain in their hands for distribution after payment of all other claims which they are required by law to pay (including any claims of the Association given priority by the Act), but prior to any distribution of the balance to the former Unit Owner against whom the execution issued. The purchaser at such Sheriff's sale and the Unit involved shall not be liable for unpaid Assessments which became due prior to the Sheriff's sale of the Unit, except as provided under the Act. Any such unpaid Assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Board of Directors as a Common Expense to be collected from all of the Unit Owners, including the purchaser or acquirer of title at the Sheriff's sale, their successors and assigns. To protect its right to collect unpaid Assessments which are a charge against a Unit, the Board of Directors may purchase the Unit at the Sheriff's sale on behalf of the members of the Association, provided such action is authorized by the affirmative vote of all members of the Board, and if it does so purchase, the Board shall thereafter have the power to sell, convey, mortgage or lease such Unit to any Person whatsoever.

15.9 Voluntary Sale of Unit. Upon the voluntary sale or conveyance of a Unit or any transfer of a Unit by operation of law or otherwise, except a transfer described in 15.8 or 0, and except with respect to a transfer by deed in lieu of foreclosure to a holder of a mortgage, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments for Common Expenses which are charges against the Unit as of the date of the sale, conveyance or transfer, but

such joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor the amount of any such unpaid Assessments which the grantee may pay, and until any such Assessments are paid, they shall continue to be a charge against the Unit which may be enforced in the manner set forth in 0; provided, that any Person who enters into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the Association setting forth the amount of unpaid Assessments charged against the Unit Owner and their Unit, and if such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Unit Owner shall be liable after the transfer for the payment of any amount in excess of the unpaid Assessments shown on such statement.

15.10 Mortgage Foreclosure. As provided in Section 5315 of the Act, if the holder of a first mortgage of record or other purchaser of a Unit acquires title to such Unit as a result of a judicial sale of the Unit in foreclosure, such acquirer of title, its successors and assigns, shall be liable only for the share of Common Expenses or other Assessments against the Unit or the former Unit Owner that have accrued during the six month period immediately preceding the commencement of the foreclosure proceeding by such holder and are not paid out of the proceeds of the judicial sale. Any remaining unpaid Assessments may be considered Common Expenses and as such collectible from all of the Unit Owners, including the acquirer and its successors and assigns.

15.11 Assignment of Assessments. The Association may pledge or assign to a financial institution its right to collect and receive Assessments for purposes of securing a loan for the costs of maintaining, repairing or replacing any portion of the Common Elements in the event the Association does not have sufficient reserves to pay the costs of such maintenance, repair or replacement.

15.12 Unit Owners' Negligence. Each Unit Owner shall be obligated to reimburse the Association for any expenses incurred by the Association in repairing or replacing any part or parts of the Common Elements or Limited Common Elements damaged by the Unit Owner's act, omission or negligence or by the act, omission or negligence of the Unit Owner's tenants, agents, guests or licensees. Reimbursements shall be made by such Unit Owner promptly upon receipt of the Association's statement therefore. Such reimbursement shall be considered an unpaid Assessment collectible in any manner provided herein in the case of unpaid and past due annual Assessments.

15.13 Surplus Revenues. If after the conclusion of any fiscal year the Association's income exceeds its expenses for that fiscal year, the Board of Directors may carry forward the surplus income to the following fiscal year. This carry forward of surplus revenues may either be applied by the Board of Directors as a credit against current Assessments, set aside as a contingency reserve, set aside as a capital reserve or applied in any such combination of these choices as the Board may elect.

ARTICLE XVI. MISCELLANEOUS

16.1 Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

16.2 Construction. Number and gender, as used in these Bylaws, shall extend to and include both singular and plural and all genders as the context and construction requires.

