



**Hunters' Ridge
Condominium Unit
Owners' Association
By-Laws**

Revised 2009

By-Laws
Hunters' Ridge Condominium Unit Owner's Association
Revised 2009

Table of Contents

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	General	1
1.1	Name	1
1.2	Principal Office	1
1.3	Legal Basis	1
1.4	Definition	1
1.5	Sustaining Partial Validity	1
1.6	Captions	1
2	Membership and Voting Provisions	1
2.1	Membership	1
2.2	Quorum	1
2.3	Voting	1
2.4	Designation of a Voting Member	2
2.5	Limitation on Right to Vote	2
3	Membership and Meetings	3
3.1	Place	3
3.2	Notices	3
3.3	Annual Meeting	3
3.4	Special Meetings	3
3.5	Adjourned Meeting	3
3.6	Order of Business	3
3.7	Minutes of Meetings	3
4	Directors	4
4.1	Membership	4
4.2	Cessation of Ownership	4
4.3	Election of Officers	4
4.4	Terms and Vacancies	5
4.5	Organizational Meeting	5
4.6	Regular Meetings	5
4.7	Special Meetings	5
4.8	Waiver of Notice	5
4.9	Quorum	5
4.10	Adjourned Meetings	5
4.11	Joinder in Meeting by Approval of Minutes or Consent	6
4.12	Proxies	6
4.13	Presiding Officer	6

<u>Article</u>	<u>Subject</u>	<u>Page</u>
4.14	Order of Business	6
4.15	Minutes of Meetings	6
4.16	Compensation	6
4.17	Recall	6
5	Powers and Duties of Executive Board of Directors	7
5.1	List of Duties	7
6	Officers	8
6.1	Executive Officers	8
6.2	Appointive Officers	8
6.3	Term	8
6.4	President	8
6.5	Vice-President	8
6.6	Secretary	8
6.7	Treasurer	8
6.8	Compensation	9
6.9	Resignation	9
7	Finances and Assessments	9
7.1	Depositories	9
7.2	Fiscal Year	9
7.3	Determination of Assessments	9
7.4	Application of Payments and Commingling of Funds	10
7.5	Fidelity Bonds	10
7.6	Audit	10
7.7	Accounting Records and Reports	10
7.8	Application of Payment	11
7.9	Unpaid Assessment Statement	11
8	Use Restrictions	11
8.1	General Intent	11
8.2	Limits to Modifications	11
8.3	Storage and Trash Removal	11
8.4	Limits of Electrical Applications	11
8.5	Uses and Structures	11
8.6	Signs	12
8.7	Animals	12
8.8	Nuisances	12
8.9	Clubhouse and Pool	12
8.10	Mailboxes	12
8.11	Clotheslines	12
8.12	Fences	12
8.13	Executive Board Regulations	12

<u>Article</u>	<u>Subject</u>	<u>Page</u>
8.14	Rights of Executive Board	12
8.15	Property Maintenance	12
9	Parliamentary Procedure	13
9.1	Robert's Rules of Order	13
10	Amendments	13
10.1	Notice	13
10.2	Adoption	13
10.3	Documentation	13
10.4	Proviso	13
11	Compliance and Default	13
11.1	Violations	13
12	Indemnification	14
12.1	Indemnification of Board Members	14
13	Liabilities	14
13.1	Liabilities Survive Termination of Membership	14
14	Liens	14
14.1	Protection of Property	14

BY-LAWS OF HUNTERS' RIDGE CONDOMINIUM UNIT OWNERS' ASSOCIATION

(Pennsylvania No Stock Non-Profit Corporation)

(Revised 2009)

ARTICLE 1. GENERAL

1.1 The Name: The name of the corporation shall be the HUNTERS' RIDGE CONDOMINIUM UNIT OWNERS' ASSOCIATION, a non-profit corporation, hereinafter referred to as "the Association".

1.2 The Principal Office: The principal office of the Association shall be at the Hunters' Ridge Clubhouse or at such other place as may be subsequently designated by the Board of Directors.

1.3 Legal Basis: The By-Laws are established pursuant to the Pennsylvania Uniform Condominium Act, Act No. 1800-82 found at 68 Pa. C.S.A. Section 3101 et seq., as amended, herein after referred to as the Act for the purpose of administering, operating and managing the HUNTERS' RIDGE CONDOMINIUM UNIT OWNERS' ASSOCIATION.

1.4 Definition: All words used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Hunters' Ridge, a condominium, hereinafter referred to as the Declaration. If any definition in the Declaration conflicts with a definition in the Pennsylvania Statutes, the definition in the Statutes shall prevail and govern the interpretation of this document.

1.5 Sustaining Partial Validity: Should any of the covenants herein imposed be void or become unenforceable in law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

1.6 Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way do they define, limit or describe the scope of these By Laws or the intent of any provisions hereof.

ARTICLE 2. MEMBERSHIP AND VOTING PROVISIONS

2.1 Membership: Membership in this Association shall be limited to owners of units in the condominium, hereinafter referred to as unit owners, as described in the Articles of Incorporation of the Association, hereinafter referred to as the Articles. If unit ownership is vested in more than one person or entity, all of the persons or the entity owning a unit shall be eligible to hold office, attend meetings, and serve on committees, but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member" aviating member. If unit ownership is vested in a corporation, partnership, a limited liability company or a fiduciary, the corporation shall designate in writing, signed by the authorized representative, an individual officer or other employee as its voting member. If a unit is owned jointly by more than one person, one owner shall be designated as the Voting Member.

2.2 Quorum: Unless otherwise provided for in these By-Laws, the presence, in person or by proxy, of 30% (14 units) of the unit owners at that meeting shall constitute a quorum. A quorum must be present at the beginning of the meeting.

2.3 Voting:

- a. The owner of each unit shall be entitled to one (1) vote. If a unit owner owns more than one unit, the owner shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.
- b. Majority Vote: The acts approved by a majority of the votes present in person or by proxy at a meeting in which a quorum shall be present, shall be binding upon all unit owners for all purposes, except where otherwise provide by law, in the Declaration, the Articles of Incorporation or in these By-Laws; and as used in these By-Laws, the Articles of Incorporation or the Declaration, the term "majority of the members" shall mean those unit owners having more that fifty (50%) percent of the total authorized votes of all unit owners present, in person or by proxy and voting at any meeting of the unit owners.
- c. Proxies: Votes may be cast in person or by proxy. All proxies shall be filed with the Secretary of the Association, prior to, or at, the meeting at which they are to be used, and shall be only effective for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Every proxy shall be revocable at any time, at the pleasure of the unit owner executing it. When a unit is jointly owned by two or more people and they have not designated one of themselves as a voting member, a proxy must be signed by both, in order to designate a third party as proxy.

2.4 Designation of a Voting Member:

- a. If a unit is owned by one person, the right to vote shall be established by the record title to the unit.
- b. If a unit is owned by more than one person, the person entitled to cast the unit's vote shall be designated in a certificate to be filed with the secretary, signed by all of the owners of record of the unit.
- c. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote, by executing a certificate to be filed with the Secretary of the Association, signed by its President or Vice-President, and attested to by its Secretary or Assistant Secretary. The person designated in such certificate shall be known as the voting member.
- d. If, for a unit owned by more than one person or by a partnership or by a corporation, such certificate is not on file with the Secretary of the Association, the vote of the unit shall not be counted in determining the presence of a quorum or for any purpose requiring approval of a person entitled to cast the vote for the unit, except as said unit is owned jointly. Such certificates shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the unit.

2.5 Limitation on Right to Vote:

Each member has an obligation to pay monthly maintenance assessment and may be obligated to pay a special assessment. The Association has the responsibility and obligation to collect the assessments. If, at the time of any meeting of the membership, any member is more than thirty (30) days delinquent in the payment of any assessment, subject to the discretion of the Executive Board of Directors, that member is not entitled to vote until all assessments, whether general, special or regular, are paid in full. The Treasurer, or such other person or entity charged with the responsibility of collecting assessments, shall, at the commencement of any meeting, certify to the person conducting the meeting which units are current in the payment of all assessments and are therefore eligible to vote.

ARTICLE 3. MEMBERSHIP AND MEETINGS

3.1 Place: All meetings of the membership shall be held at such place or places as shall be designated by the Executive Board and stated in the notice of the meeting.

3.2 Notices: It shall be the duty of the Secretary to send by regular mail or deliver a notice of each annual and special meeting to each owner and to post a copy of said notice in the Hunters' Ridge Clubhouse, fourteen (14) days but not more than sixty (60) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the Association.

3.3 Annual Meeting: The annual meeting for the purpose of electing directors and transacting any authorized business shall be held in the month of November on the date set by the Board of Directors of each year, or such other time as shall be selected by the Executive Board of Directors. At the annual meeting, the members shall elect an Executive Board by plurality vote (cumulative voting prohibitive), and shall transact such other business as may be properly brought before the meeting.

3.4 Special Meetings: Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or shall be called by the President or Secretary at their request, in writing, or a majority of the Executive Board of Directors or at the request, in writing, of voting members representing 40 percent of the total number of units. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subject stated in the notice of the meeting.

3.5 Adjourned meeting: If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time, until a quorum is present.

3.6 Order of Business: The order of business at the annual member's meetings in as far as practical and other members' meetings, shall be:

- a. Called to order by President
- b. Calling of the roll and certifying of proxies, if any
- c. Proof of notice of the meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Reports of officers
- f. Reports of committees
- g. Acknowledgment of all signed, written communications addressed to the Board since the last meeting
- h. Appointment of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment

3.7 Minutes of Meetings: The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than ten

years (10) or longer if required by the Commonwealth of Pennsylvania, or by advice of legal counsel in the custody of the Secretary or agent.

ARTICLE 4. DIRECTORS

4.1 Membership: The affairs of the Association shall be managed by an Executive Board of Directors of not less than three (3) nor more than ten (10) directors, the exact number to be determined from time to time upon a majority vote of the membership. All directors shall be: a. one of the recorded unit owners, the spouse or partner or b. one of the general partners in the case of a unit owned by a partnership or c. an officer, director or employee of the corporation in the case of a unit owned by a corporation, or a limited liability company or a fiduciary, or d. the primary officer of the fiduciary or a beneficiary who resides in a unit in the case of a unit owned by a fiduciary.

4.2 Cessation of Ownership: No director shall continue to serve on the Board after ceasing to be a unit owner or an interested party in a unit owner as specified in the preceding sentence.

4.3 Election of Officers: Election of directors shall be conducted in the following manner:

- a. Election of directors shall be held at the annual members' meeting.
- b. A nominating committee of three to five members may be appointed by the Executive Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor. Any nomination from the floor must have the concurrence of and a brief resume by the nominee, to be read at the meeting by the nominee or the person doing the nominating.
- c. The election shall be by ballot (unless dispensed with by unanimous consent), and by a plurality of the votes cast, each person voting being entitled to cast a vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling such vacancy may be held at any regular or special meeting of the Executive Board. Any person who is a unit owner may be an officer and/or director.
- e. Disqualification and Resignation of Directors. Any director may resign at any time by sending written notice of such resignation to the office of the Association, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Executive Board, more than three (3) consecutive absences, unless excused by the resolution of the Executive Board, shall automatically constitute a resignation from the Executive Board. The transfer by a director of the title to his/her unit shall, effective as of the date of title transfer, automatically constitute resignation from the Executive Board. No member shall continue to serve on the Executive Board should if more than thirty (30) days delinquent in the payment of any assessment. Such delinquency shall automatically constitute a resignation from the Executive Board. All these regulations are self-operating

and shall become effective immediately, upon the happening of the event or the passage of the time provided for herein.

4.4 Terms and Vacancies: Terms of Board Members shall be three years and may be reelected. Vacancies of the Executive Board of Directors caused by the expiration of a director's term shall be filled by electing new Executive Board members. The term of each director's service shall extend until the next annual meeting of the members subsequently until a successor is duly elected and qualified, or until removed in the manner elsewhere provided.

4.5 Organizational Meeting: The organizational meeting of a newly elected Executive Board of Directors shall be held immediately after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.6 Regular Meetings: Regular meetings of the Executive Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, telegraph or email and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Executive Board of Directors shall be open to all unit owners, and notice of such meetings shall be posted conspicuously at the condominium forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.7 Special Meetings: Special meetings of the Executive Board of Directors may be called by the President, or if absent, by the Vice-President, and must be called by the President and Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone, telegraph or email, which notice shall state the time, place and purpose of the meeting, and shall be transmitted in less than three (3) days prior to the meeting. Special meetings of the Executive Board of Directors shall be open to all unit owners, and notice of a special meeting shall be posted conspicuously in the Clubhouse forth-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.8 Waiver of Notice: Any director may waive notice of meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when that person's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is unlawfully called.

4.9 Quorum: A quorum at director's meetings shall consist of a majority of the entire Executive Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum was present shall constitute the acts of the Executive Board of Directors, except when approval by a greater number of directors is required by the Declaration, the Articles or these By-Laws.

4.10 Adjourned Meetings: If, at any meeting of the Executive Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time

until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

4.11 Joinder in Meeting by Approval of Minutes or Consent: The joinder or consent of a director in the action of a meeting, or by executing a consent to a proposal, shall constitute the presence of that director for the purpose of determining a quorum and/or voting on a proposal.

4.12 Proxies: Votes may be cast in person or by proxy. A proxy may be made by any director entitled to vote and shall be valid only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and provided that the proxy holder is a director in good standing. In no event, shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the director executing it. A proxy must be in writing, signed by the director generating the proxy, and filed with the secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

4.13 Presiding Officer: The presiding officer of the director's meeting shall be the President of the Executive Board of Directors. In the absence of the President, the directors present shall designate one of their number to preside.

4.14 Order of Business: The order of business at director's meetings shall be:

- a. Call to order
- b. Proof of due notice of meetings
- c. Reading and disposal of any unapproved minutes
- d. Report of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

4.15 Minutes of Meetings: The minutes of all meetings of the Executive Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representative, and Board members at a reasonable time. The Association shall retain these minutes for a period of not less than ten (10) years.

4.16 Compensation: Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the voting members at a membership meeting.

4.17 Recall: Subject to the provisions of the Uniform Condominium Act as previously cited, any member of the Board of Directors may be recalled and removed from office with or without cause by the voter agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

ARTICLE 5. POWERS AND DUTIES OF EXECUTIVE BOARD OF DIRECTORS

5.1 List of Duties: The Executive Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may perform all such acts except such acts which by law, the Declaration, or by these By Laws, may not be delegated to the Executive Board of Directors by the unit owners. Such power and duties of the Board of Directors shall include, without limitation, (except as limited elsewhere herein), the following:

- a. Operation, care, upkeep and maintenance of the common elements.
- b. Determination of the expenses required for the operation of the Condominium Association.
- c. Collection of the assessments for common expenses from unit owners required to pay the same.
- d. Employment and dismissal of personnel or management company necessary for the maintenance and operation of common elements.
- e. Adoption and amendment of the rules and regulations covering the details of the operation and use of condominium property. The Secretary of the Association shall be the party in charge of executing when passed, certifying and keeping a record of any amendments.
- f. Maintaining bank accounts of behalf of the Association and the designation of signatories required therefore.
- g. Making repairs, additions and improvement to, or alterations of, the condominium property and restoration of the condominium property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of the condemnation or eminent domain proceedings.
- h. Enforcement of the obligations of the unit owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the condominium.
- i. Contracting for the management of the condominium and the delegation to such manager such powers and duties of the Executive Board of Directors as the Board may deem appropriate in the circumstances, and contracting for the management or operation of portions of the condominium property susceptible to separate management or operation thereof, and granting of concessions for the purpose of providing services to the unit owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein:
 1. The same are contrary to the statutes of the Commonwealth of Pennsylvania and are accordingly not susceptible of being delegated; and
 2. Those delegations and duties which may be required by the Declaration by these By Laws to have approval of the Executive Board of Directors or the unit owner; and
 3. The delegation has a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Executive Board of Directors and is therefore not susceptible delegating; and
 4. May be contrary to the Declaration of Condominium or the By Laws.
- j. Exercise of all powers specifically set forth in the Declaration, the Article of the Association, these By Laws, as now in existence or as amended in the future, and in the Commonwealth of Pennsylvania, Uniform Condominium Act, and all powers incidental thereto.

- k. Suspending the right of any unit owner to use any recreational facilities of the condominium, if any have been constructed by the Developer, so long as said owners are delinquent in the payment of common expenses.
- l. Entering into and upon the units when necessary and with as little inconvenience to the owners as possible in connection with such maintenance, care and preservation.
- m. Collecting delinquent assessment by suit or otherwise, abating nuisances, and enjoining or seeking damages from the unit owners for violations of these By Laws under the terms and conditions of the Declaration and statutes of the Commonwealth

ARTICLE 6. OFFICERS

6.1 Executive Officers: The executive officers of the Association shall be a President, Vice President, Secretary, and Treasurer; all of whom shall be elected annually by said Board. Any two of said officers may be united in one person, except that the President shall not also be the Secretary to the Association.

6.2 Appointive Officers: The Executive Board of Directors may appoint such other officers and agents as they deem necessary who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties from time to time as may be prescribed by said Board.

6.3 Term: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Executive Board of Directors.

6.4 President: The President shall be the Chief Executive Officer of the Association meetings. Subject to the provisions of 4.11 hereinabove, the President shall preside at all meetings of owners and of the Board; shall exercise the executive powers of the Association, have general supervision over its affairs and other officers; shall sign all written contracts, perform all the duties incidental to the office and such other duties as may be delegated to the President from time to time by the Board.

6.5 Vice-President: The Vice-President shall perform all duties of the President in the absence of the President and such other duties as may be required by the Board.

6.6 Secretary: The Secretary shall issue notices of all Board meetings and all meetings of owners; shall attend and keep the minutes of the same; shall have charge of all the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by owners and Board members at all reasonable times.

6.7 Treasurer: The Treasurer or specified agent shall:

- a. have custody of the corporate funds and securities.
- b. keep full and accurate accounts of the Association's receipts and disbursements.
- c. deposit all monies and all other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each unit in the manner required by the Act.
- d. disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements; shall render an account of all

transactions as a Treasurer and of the financial condition of the Association to the Board whenever it may require it.

- e. collect all assessments and shall report promptly to the Board the status of collections.
- f. maintain accounting records according to good accounting practices, which records shall be open to inspection by owners, or their authorized representatives at reasonable times; shall render to owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.
- g. prepare the Association's budget.

6.8 Compensation: Officers shall not receive compensation for their services as such, but this provision shall not preclude the Executive Board of Directors from employing a director or officer as an employee of the Association, if necessary, nor preclude the contracting with a director or officer for the management of the condominium or for any other service to be supplied by such officer or director.

6.9 Resignation: Any director or officer may resign his post at any time by a written resignation, delivered to the President or Secretary, which shall take effect upon its receipt, unless a later date is specified in the resignation, in which event, the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE 7. FINANCES AND ASSESSMENTS

7.1 Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board.

7.2 Fiscal Year: The fiscal year of the Association shall begin on the first day of January of each year, provided, however, that the Board, whenever it deems advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

7.3 Determination of Assessments

- a. The Executive Board of Directors shall fix and determine the sum or sums necessary and adequate to assess owners for their share of the common expenses set forth in the budget. The common expenses shall include expenses for the operation, maintenance, repair or replacement of common elements and limited common elements; costs of carrying out the powers and duties of the Association, all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the Board of the Declaration. Funds for the payment of common expenses shall be billed as Condo Fees against owners as provided in the Declaration. Condo Fees shall be payable monthly in advance, and shall be due on the first day of each month unless otherwise ordered by the Board. Condo Fees shall be made against unit owners monthly, as aforesaid, in an amount not less than required to provide funds, in advance, for payment of all the anticipated current operating expenses, and for all of the unpaid operating expenses previously incurred. Special assessments, if necessary, shall be levied in the same manner as regular Condo Fees and shall be payable in the manner determined by the Board. All funds due under these By Laws and the Declaration, are common expenses.

- b. A copy of the proposed budget shall be mailed to owners not less than thirty (30) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting. The director's meeting as which the budget shall be considered shall be open to all of the unit owners.
- c. If an adopted budget requires assessment against unit owners in any fiscal or calendar year exceeding 110% of the assessment for the preceding year, the Board, upon written application of 10% of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a majority of unit owners present or by proxy at the meeting. In determining whether assessments exceed 110% of similar assessments in prior years, any authorized provision for reasonable reserves for repair or replacement of condominium property, anticipated expenses by the Association which are not anticipated by or incurred on a regular or basis, or assessment or assessments to the condominium property, shall be excluded from the computation.
- d. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including if applicable, but not limited to those expenses normally anticipated. In addition to annual operating expenses, the budget shall include, if the Board of Directors so elects, for reserve accounts for capital expenditures and deferred maintenance.
- e. When the Board determines the amount of any assessment, the Treasurer or agent shall mail or present to each owner, a statement of assessment. All Assessments shall be paid to the Treasurer or agent and, upon request, the Treasurer or agent shall give a receipt for such payment received.

7.4 Application of Payments and Commingling of Funds: All sums collected by the Association from assessment may be commingled in a single fund or divided into more than one fund, as determined by the Board. Any delinquent payment by an owner shall be applied to interest cost, attorney's fees, other charges, expenses, advances and general or special assessments in such manner as the Board determines. The Association may charge interest on unpaid assessments at a rate not to exceed the legal maximum rate.

7.5 Fidelity Bonds: The Association may, in its discretion, obtain bonding of all officers and directors of the Association who control or disburse funds of the Association. If determined to be necessary, the Association shall bear the cost of any such bonding.

7.6 Audit: An audit of the accounts of the Association may be made from time to time, as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not less than thirty (30) days after its receipt by the Board.

7.7 Accounting Records and Reports: The Association shall maintain accounting records according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of them, shall be supplied at least annually. Records shall include, but not be limited to:

- a. A record of all receipts and expenditures
- b. An account for each unit designated
- c. The name and current mailing address of the unit owner
- d. The amount of each assessment
- e. The dates and amounts in which the assessments became due

- f. The amount paid upon the account; and
- g. Balance due

7.8 Application of Payment: All assessment payments by unit owners, shall be applied as provided herein and in the Declaration for their condominium.

7.9 Unpaid Assessment Statement: Upon request, the Association shall furnish a unit owner a recordable statement, setting forth the amount of unpaid assessment currently levied against that unit and any credit or surplus in favor of that unit. Such statement must be furnished within ten (10) days after receipt of the written request.

ARTICLE 8. USE RESTRICTIONS

8.1 General Intent: The units herein are intended to be used as residential condominiums for the owner, family, heirs, successors and assigns, including persons to whom the member may have leased the unit, subject to all provisions with respect to use and occupancy and presence on the property applicable to the unit owner. Unit owner is permitted to lease the unit after the first year of ownership. No one may permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on property or in the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable noises or otherwise, and no one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the property of the Association.

8.2 Limits to Modifications: Each owner shall maintain the interior of the unit in good condition, and repair, at owner's expense. No unit owner shall display, hang, store, or use anything whatsoever on the stoop or outside the unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of the unit, or install any antenna, dish or television reception or any structure or addition of any kind whatsoever without the prior written consent of the Executive Board.

8.3 Storage and Trash Removal: Trash, garbage, and other waste shall be kept in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Executive Board. No articles or personal property belonging to any unit owner shall be stored in any portion of the common elements without the prior written consent of the Board.

8.4 Limits on Electrical Applications: No one may overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause any unreasonable disturbance

8.5 Uses and Structures: No unit or any part thereof shall be used for any purpose except as set forth herein, nor shall any business of any kind be conducted therein. No motor vehicle other than a private passenger type shall be parked in the parking area or parked on the property. No unit owner shall have any additional motor vehicles on the premises for purposes of service or hobby such as tearing down or putting together a motor vehicle other than changing the oil and/or washing the same. There shall be no storing of any old or junked or hobby type car on the premises. No business or trade of any kind or noxious or offensive activity shall be carried on in any unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of other units. No boat, trailer, tent, shack or other such structure shall be located, or erected or used on any part of the property, temporarily or permanently.

8.6 Signs: No sign of any kind shall be displayed to the public view on any unit except one temporary sign of not more than four square feet, advertising the property for sale or rent. No such sign shall be illuminated.

8.7 Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit on the property except that dog, cat or other domesticated household pet may be kept, provided that it is not kept, bred or maintained for any commercial purpose and provided that no more than one (1) such pet of not more than 40 pounds may be kept in any such unit, and said pet must be housed indoors, and conform to all local ordinances and regulations.

8.8 Nuisances: No noxious or offensive activity shall be carried on upon any unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the governing body in such manner as it may elect to make such decision.

8.9 Clubhouse and Pool: The Clubhouse and Pool are private facilities intended for the use and enjoyment of the unit owners or their tenants. Although guests are welcome, limitations may be enacted and enforced by the Executive Board to limit use if restrictions are appropriate.

8.10 Mailboxes: Mailboxes shall be retained as they are unless changed by decision of the Executive Board or as required by the United States Postal Service. No unit owner shall keep or maintain a distinctive or different mailbox than as set forth herein.

8.11 Clotheslines: No outdoor clotheslines are permitted.

8.12 Fences: No fence of any kind, wall, hedge, or similar structure shall be placed, erected or maintained anywhere on the property without the written consent of the Executive Board

8.13 Executive Board Regulations: The Executive Board may adopt such rules and regulations concerning use, occupancy or other matter, including provisions for reasonably limiting or suspending certain rights and/or privileges as it deems appropriate; and may alter such rules and regulations as from time to time it may determine.

8.14 Rights of the Executive Board: Violation of any rule or regulation of the Executive Board and/or any provision of the Declaration and/or hereof shall give the Executive Board or any representative acting in its behalf in addition to any other rights, the rights also:

- a. To enter the unit in which, or in connection with, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, person, creature, and/or condition that may exist therein contrary to the intent and meaning hereof without being guilty of trespass or wrong otherwise.
- b. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- c. To levy as an assessment or charge as a common expense against any unit owner an amount equal to damages so sustained plus costs of suit and reasonable attorneys' fees by virtue of such unit owner's committing and/or permitting such violation upon finding thereof by the Executive Board.

8.15 Property Maintenance: The Executive Board shall maintain, repair and replace items in or on the common elements when needed, whenever situate, except that in the event such maintenance, repair or replacement was caused by negligence or misuse if a unit owner, or of any other occupant of said unit, such expense shall be charged to such unit owner. Each unit owner shall maintain, repair and replace, at owner's expense, all portions of the unit as are separate and private to it. Each unit owner shall be responsible for damage to any other unit and/or to any common elements caused

intentionally, negligently, or by failure to properly take care of owned unit, whether or not the fault is personal and/or in any other occupant of the unit.

ARTICLE 9. PARLIAMENTARY RULES

9.1 Robert's Rules of Order, latest edition, shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Article, or these By Laws.

ARTICLE 10. AMENDMENTS

Except as otherwise provide elsewhere, these By Laws may be amended in the following manner:

10.1 Notice: Notice of the subject matter for proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.2 Adoption: A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Executive Board of Directors, or by not less than one-third (1/3) of the members of the Association.

10.3 Documentation: No By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By Laws shall contain the full text of the By Laws to be amended; new words shall be inserted in the text underlined and the words to be deleted shall be drawn through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

“Substantial rewording of By Laws. See By Law . . for present text.”

Non material errors or omissions in the By Law process shall not invalidate and otherwise properly promulgated amendment.

Any conflict herein with the Declaration of Condominium shall be interpreted in such manner that the Declaration shall prevail. No amendment shall be made that is in conflict with the Articles of the Declaration.

10.4 Proviso:

- a. Any amendment which would affect the surface water management system, including but not limited to, drainage easement and the water management portion of the common elements, must have the approval of Hunters' Ridge Condominium Unit Owners' Association

ARTICLE 11. COMPLIANCE AND DEFAULT

11.1 Violations: In the event of a violation (other than the nonpayment of an assessment), by an owner of any of the provisions of the Declaration, By Laws, Rules & Regulations, or the Act, the Association by direction of its Board, shall notify the owner of said breach by written notice, transmitted to the owner at his unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material, breach of the Declaration, By Laws, Rules & Regulations, or the Act, and the Association shall then, at its option, have the following elections:

- a. To commence an action in equity, to enforce performance on the part of the owners; or
- b. To commence an action at law to recover its damages; or

- c. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon finding by a court that the owner was in violation of any of the provisions of the above mentioned documents, the owner shall reimburse the Association for its reasonable attorney's fees, incurred in bringing such action. Failure on the part of the Association to commence an action at law or in equity within sixth (60) days from the date of the receipt of a written request, signed by an owner, sent to the Board, shall authorize any owner to bring action in equity or suit at law, relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Association immediately as an emergency matter. The cost thereof shall be charged to the owner as a specific item, which shall, until paid in full, be a lien against his unit with the same force and effect as if the charge were made as part of the common expense.

ARTICLE 12. INDEMNIFICATION

12.1 Indemnification of Board Members: Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding or settlement thereof in which he/she may become involved, by reason of being or having been a director or officer of the Association. This indemnification shall apply whether or not he/she is a director or officer at the time such liabilities or expenses are incurred, except in cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any other rights of indemnification to which such director or officer may be entitled.

ARTICLE 13. LIABILITIES

13.1 Liabilities survive termination of Membership: The termination of membership in the Association shall not relieve or release any former owner or member from any liability or obligation incurred under or in any way connected with the condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member, arising out of, or which is in any way connected with, such ownership and membership.

ARTICLE 14. LIENS

14.1 Protection of Property: All taxes and special assessments shall be paid before becoming delinquent.