



# *English Meadows Condominium*

## **BY-LAWS**

2009

**BYLAWS OF  
ENGLISH MEADOWS CONDOMINIUM UNIT OWNERS' ASSOCIATION**

(Pennsylvania No Stock Non-Profit Corporation)

FIRST AMENDMENT TO THE REVISED BYLAWS OF THE ENGLISH MEADOWS UNIT OWNERS' ASSOCIATION APPROVED AND DECLARED ON THE 20<sup>TH</sup> DAY OF JANUARY, 2009, which replaced in their entirety the Bylaws adopted the 17<sup>TH</sup> day of February, 1998.

The Revised Bylaws are amended to include Section 8.1a Leasing as follows:

Bylaws: Article 8, Use Restrictions, Section 8.1a Leasing: The unit owner may lease the unit to no more than two (2) unrelated persons, and may not lease to individuals who are full time students. The term of the lease may not be less than twelve (12) months.

The owner shall include in all leases a provision that the tenant is bound by terms and conditions as set forth in the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association, and shall attach copies of these documents (as amended and supplemented) as addenda to any lease made in conformance with this provision.

The unit owner must notify the Board of Directors of the intent to lease the unit, provide identification of the lessee(s) and submit a signed copy of the lease within five (50 business days of its execution.

By-Laws of  
English Meadows Condominium Unit Owners' Association

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**BY-LAWS OF**  
**ENGLISH MEADOWS CONDOMINIUM UNIT OWNERS' ASSOCIATION**  
**(Pennsylvania No Stock Non-Profit Corporation)**

**ARTICLE 1. GENERAL**

- 1.1: Name: The name of the corporation shall be the ENGLISH MEADOWS CONDOMINIUM UNIT OWNERS ASSOCIATION, a condominium homeowners association, a nonprofit corporation, hereinafter referred to as the Association.
- 1.2 Principal Office: The principal office of the corporation shall be at the place as may be subsequently designated by the Executive Board.
- 1.3 Legal Basis: The By-Laws, Rules and Regulations 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 Association.
- 1.4 Definition: All words used herein shall have the same definitions as attributed to them in the Declaration of Condominium of ENGLISH MEADOWS, 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 statute shall prevail and govern the interpretation of this document.
- 1.5 Language: Whenever the masculine singular form of the pronoun is used by these By-Laws, it shall be construed to mean the masculine or feminine.
- 1.6 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.
- 1.7 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 the

persons or the entity owning a unit shall be eligible to hold office, attend meetings and be on committees; but, as hereinafter indicated, the vote of a unit shall be cast by the *aviating* Member. If unit ownership is vested in a corporation, partnership, a limited liability company or a fiduciary, the corporation shall designate 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 a majority of the unit owners (27 units) shall constitute a quorum. A quorum must be present at the beginning of the meeting.

2.3 Voting:

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

2.4 Designation of a Voting Member:

- a. If a unit is owned by one person, his right to vote shall be established by the recorded 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 the owners of record of the unit.
- c. If a unit is owned by a corporation, the corporation 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 the corporation's President or Vice President, and attested to by the corporation's Secretary or Assistant Secretary. The person designated in

such a 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, 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 unit owner is obligated to pay a monthly maintenance assessment and any special assessment(s). The Association has the responsibility and obligation to make and collect the assessments. If at the time of any membership meeting, a unit owner is more than thirty (30) days delinquent in the payment of any assessment, he shall not be 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 delinquent in the payment of all assessments and therefore shall be ineligible to be represented in any votes conducted at the meeting.

### **ARTICLE 3. MEMBERSHIP AND MEETINGS**

- 3.1 Place: All meetings of the Voting Members shall be held at such place or places as shall be designated by the Executive Board and stated in the notice of each meeting.
- 3.2 Notice: The By-Laws must specify which of the Association's officers, not less than ten or more than 60 days in advance of any meeting shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each unit or any other mailing address designated in writing by the unit owner. The notice will state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or the By-Laws, any budget or assessment charges and, where the declaration or By-Laws require the approval of unit owners, any proposal to remove an executive board member or officer.
- 3.3 Annual Meeting: The annual meeting of the Voting Members, for the purpose of electing Board Members and transacting any other authorized business, shall be held within each calendar year on such date and at such time and place as shall be determined by the Executive Board. At the annual meeting the Voting Members shall elect Board Members to fill all vacancies on the Board by plurality vote (cumulative voting prohibited) and shall transact such other business as may be properly brought before the meeting.



- 3.4 Special Meetings: Special meetings of the Voting 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 the request, in writing, of a majority of the Executive Board or at the request, in writing, of Voting Members representing at least one-third (1/3) of the total number of units (18 or more units). Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subject(s) stated in the notices of the meetings.
- 3.5 Adjourned Meeting: If any meeting of the Voting Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned until a quorum is present.
- 3.6 Order of Business: The order of business at the annual meeting and at other meetings of the Voting Members, in as far as it is appropriate, shall be:
- a. Call to order by the 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 un-approved minutes
  - e. Reports of officers
  - f. Reports of committees
  - g. Acknowledgment of all signed, written communication addressed to the Board since the last meeting
  - h. Appointment of inspectors of election
  - i. Determination of number of Board Members
  - j. Election of Board Members
  - k. Unfinished business
  - l. New business
  - m. Adjournment
- 3.7 Minutes of Meetings: The minutes of all meetings of the unit owners shall be available for inspection at any reasonable time by the unit owners or their authorized representative(s) and the Executive Board. The Association shall retain these minutes a minimum of ten years (or longer if required by the Commonwealth of Pennsylvania) or by advice of legal counsel in the custody of the Secretary or his agent.

#### **ARTICLE 4. EXECUTIVE BOARD MEMBERS**

- 4.1 Membership: The affairs of the Association shall be managed by an Executive Board of no fewer than three (3) nor more than nine (9) Members, the exact number to be determined from time to time upon a majority vote of the Voting Members. Each Board Member 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 No Board Members from same units: No more than one (1) owner or interested party from the same unit shall be a Board Member.
- 4.3 Cessation of Ownership: No Board Member shall continue to serve on the Board after he ceases to be a unit owner or an interested party in a unit, as specified in the Section 4.1.
- 4.4 Election of Board Members: Election of Board Members shall be conducted in the following manner:
- a. Election shall be held at the Annual Meeting.
  - b. Nominating Committee:
    1. The Executive Board may appoint a Nominating Committee of three to five members not less than ninety (90) days prior to the Annual Meeting.
    2. The Nominating Committee shall nominate at least one (1) person for each anticipated vacancy on the Executive Board.
    3. The Nominating Committee's Report shall be given to the Executive Board at least thirty (30) days before the Annual Meeting.
    4. Nominations to fill additional vacancies 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 written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
  - d. Board Members may be removed in the following manner:
    1. A recall petition signed by at least ten percent (6) of owners shall be presented to the Executive Board at a Regular Meeting. The petition shall include the reason to remove a Board Member.
    2. The Executive Board shall arrange for a special meeting of unit owners to discuss the potential removal of the Board Member.
    3. Time shall be allotted at the Special Meeting for a representative of the recall petitioners and the affected Board Member to speak.
    4. A majority of unit owners (27) must vote in the affirmative to remove the Board Member at the special meeting.
    5. A successor may be nominated at the meeting at which a Board Member is removed to fill the vacancy created. The Executive Board shall immediately set a date for a special meeting of the unit owners for the sole purpose of filling the vacancy, at which

meeting additional nominations may be considered. Should the Voting Members fail to elect a successor, the Executive Board may fill the vacancy in the manner provided in (e) below.

e. Resignation of Executive Board Members:

1. If the office of any Board Member becomes vacant for any reason other than removal from office as provided in the paragraph immediately above, a majority of the remaining Board Members shall elect a successor who shall hold office for the balance of the unexpired term. The election held for the purpose of filling such vacancy may be held at any regular or special meeting of the Executive Board, promptly after the creation of the vacancy.
2. Any Board Member 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.
3. Any Board Member who has more than three (3) consecutive absences, unless excused prior to the absences by the Executive Board shall automatically constitute a resignation from the Board.
  - (a). The transfer by a Board Member of the title to his unit shall, effective as of the date of title transfer, automatically constitute a resignation from the Executive Board unless the Board Member remains an interested party, as defined in paragraph 4.1 above.
  - (b). No member shall continue to serve on the Executive Board should he be more than thirty (30) days delinquent in the payment of any assessment. Such delinquency constitutes resignation from the Board.
  - (c). 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.

4.5 Terms and Vacancies: Terms of the Board Members shall be as follows:

- a. Board Members elected at the Annual Meeting shall serve a term of two years.
- b. If a Board Member resigns or is terminated before completing a two-year term the remaining Board Members shall elect a replacement. The replacement Board Member shall complete the term of the Member he replaced.
- c. No person shall serve more than three (3) successive two-year terms as a member of the Executive Board.

4.6 Organizational Meeting: The organizational meeting of a newly elected Executive Board for the purpose of electing officers and planning activities shall be held within two (2) days of their election.

- 4.7 Regular Meetings: At the organizational meeting, the Executive Board Members shall set a schedule of regular meetings of the Board. Unit owners shall receive a schedule of the regular meetings no later than seven (7) days after the organizational meeting. If the schedule is changed, unit owners shall receive a notice of change of schedule at least one week before the new schedule comes into effect. Regular meetings of the Executive Board shall be open to all unit owners. Notice of a special meeting shall be posted on the clubhouse bulletin board at least seventy-two (72) hours in advance for the attention of the Voting Members, except in the event of an emergency.
- 4.8 Special Meetings: Special meetings of the Executive Board may be called by the President or, in his absence, by the Vice President, and must be called by the President and/or the Secretary at the written request of one-third of the Board Members.
- a. Notice of a special meeting shall be given to Board Members personally or by mail, telephone, or e-mail, and shall state the time, place and purpose of the meeting. The notice shall be transmitted no less than three (3) days prior to the meeting.
  - b. Special meetings of the Executive Board shall be open to all unit owners. Notice to owners shall state the time, place and purpose of the meeting. The notice shall be posted no less than three (3) days prior to the meeting.
  - c. Owners shall receive specific notice of any meeting at which assessments against unit owners are to be considered for any reason at least thirty (30) days before this meeting is scheduled. This notice shall specifically contain a statement that assessments will be considered and shall state the nature of any such assessments.
- 4.9 Waiver of Notice: Before or after a meeting a Board Member may waive his right of notice of a meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Board Member at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was unlawfully called.
- 4.10 Quorum: A quorum at Executive Board meetings shall consist of a majority of the entire Board at the beginning of the meeting. The acts approved by a majority of those Board Members present, in person by teleconferencing or by e-mail, at a meeting in which a quorum is present shall constitute the acts of the Executive Board, except when approval by a greater number of Board Members is required by the Declaration, the Articles or these By-Laws. In case of emergency or necessity, acts may be confirmed by telephone or e-mail and shall be reaffirmed at the next regular Board meeting.
- 4.11 Adjourned Meetings: If at any meeting of the Executive Board fewer than a quorum are present, the majority of those Board Members present shall postpone

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

- 4.12 Joinder in Meeting by Approval of Minutes or by Consent: The joinder or consent of a Board Member in the action of a meeting by signing and concurring in the minutes of that meeting, or by executing a consent to a proposal, shall constitute the presence of that Board Member for the purpose of determining a quorum and/or voting on a proposal.
- 4.13 Presiding Officer: The Presiding Officer of Board meetings shall be the President of the Executive Board. In the absence of the President, the Vice President shall preside, or in the absence of both, the Board Members present shall designate another Board Member to preside.
- 4.14 Order of Business: The order of business at Executive Board meetings shall be:
- a. Open discussion by owners.
  - b. Calling the roll.
  - c. Reading and approving minutes.
  - d. Reports of Officers and committees.
  - e. Acknowledgment of all signed, written communications addressed to the Board since the last meeting.
  - f. Election of Officers, when necessary.
  - g. Unfinished business.
  - h. New business.
  - i. Adjournment.
- 4.15 Recording the Vote: The Secretary or his designate shall record the vote of each Board Member on any motion before the Board. The President shall ask for a show of hands or a poll of Board Members to enable the Secretary to record the vote.
- 4.16 Minutes of Meetings: A copy of the minutes of all meetings of the Executive Board shall be kept in a book available for inspection at a reasonable time by the unit owners or their authorized representative(s) and by the members of the Board. The Association shall retain these in the custody of the Secretary or his agent. The original minutes shall be kept in a locked file cabinet accessible only to the Executive Board.
- 4.17 Compensation: The Board Members shall not be entitled to any compensation for their services, but they shall be reimbursed for any expenses they paid in the capacity of their Condominium Association business.

## **ARTICLE 5. POWERS AND DUTIES OF THE EXECUTIVE BOARD**

- 5.1 List of Duties: The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and may perform all such acts except ones which by law, the Declaration or these By-Laws may not be delegated to the Executive Board by the unit owners. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:
- a. Any two (2) officers or executive Board Members of the Association may prepare, execute, certify and record duly enacted amendments to the declaration on behalf of the Association.
  - b. Operation, care, upkeep and maintenance of the common elements.
  - c. Determination of the expenses required for the operation of the Association.
  - d. Collection of the assessments for common and special expenses from the unit owners required to pay the same.
  - e. Employment and dismissal of the personnel or management company necessary for the maintenance and operation of common elements.
  - f. Adoption and amendment of the rules and regulations pertaining to the operation and use of the condominium property. The Secretary shall be the party in charge of executing these when passed, certifying and keeping a record of any amendments to rules and regulations.
  - g. Maintaining bank accounts on behalf of the Association, and the designation of signatories required therefore.
  - h. Purchasing, leasing or other acquiring units in the name of the Association or its agent.
  - i. Purchasing units at foreclosure or other judicial sales in the name of the Association or its agent.
  - j. Sell, lease, mortgage or otherwise deal with units acquired by, and subleasing units leased by, the Association or its agent.
  - k. Organization of corporations to act as agents of the Association in acquiring title to or leasing units.
  - l. Obtaining and reviewing insurance for the condominium property in accordance with Article X of the Declaration.
  - m. Making repairs, additions and improvements 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.
  - n. 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 Association.
  - o. Contracting for the management of the condominium and the delegation to such manager such powers and duties of the Executive Board as they may deem appropriate in the circumstances, and contracting for the manage-

ment 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.
  2. Those delegations and duties may be required by the Declaration or by these By-Laws to have approval of the Executive Board or the unit owners.
  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 and is therefore not susceptible to delegating.
  4. They may be contrary to the Declaration or the By-Laws
- p. Exercise of all powers specifically set forth in the Declaration, the Articles, and these By-Laws and all powers incidental thereto.
- q. Suspending the right of any unit owner to use any recreational facilities of the Association so long as said unit owner is delinquent in the payment of common expenses.
- r. Entering into and upon the units when necessary and with as little inconvenience to the unit owner/resident as possible in connection with maintenance, care and preservation.
- s. 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.
- t. Acquiring and entering into agreements whereby it requires leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and declaring expenses in connection therewith to be common expenses, all in such form and in such manner as may be deemed by the Executive Board to be in the best interest of the Association. The participation in and acquisition of any interest in lands or facilities for the foregoing purpose may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in the corporation owning the land.

## **ARTICLE 6. OFFICERS**

- 6.1 Elected Officers: The officers of the Association shall be a President, Vice President, Secretary, Treasurer and Assistant Treasurer, all of whom shall be owners/spouses/partners of owners of English Meadows and shall be elected annually by said Executive Board. Any two of said officers may be united in one person, except for the President. If an office becomes vacant, the Board shall elect

one of the remaining Board Members to fill the vacant office.

Succession to an office in the event of a vacancy is as follows:

President: The Vice President assumes this position until the next election of Officers.

Treasurer: The Assistant Treasurer assumes this position until the next election of Officers.

Vice President, Secretary or Assistant Treasurer:

If the vacancy is the result of resignation from an Officer position, but not from the Executive Board, the Board Members shall elect one of their peers to fill the Officer position until the next annual election of the Board.

If the vacant Officer position leaves a simultaneous vacancy on the Executive Board, the election to fill the vacant Officer position may only be done after the Board has appointed a unit owner to fill the vacancy on the Board.

- 6.2 Appointive Officers: The Executive Board may appoint such other officers, committees chairs and agents as they deem necessary to hold office at the pleasure of the Board and have such authority and perform such duties from time to time as may be prescribed by the Board.
- 6.3 President: The President shall be the chief executive officer of the Association. Subject to the provisions of 4.13 above, the President shall preside at all meetings of the Voting Members and of the Executive Board. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He or his authorized agent shall sign all written contracts and perform all the duties incidental to his office and such other duties as may be delegated to him from time to time by the Board.
- 6.4 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 of him by the Executive Board.
- 6.5 Secretary: The Secretary shall issue or cause to be issued by his agent notices of all meetings of the Executive Board and all meetings of the unit owners; he shall attend and keep the minutes of the same; he 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 for the past ten (10) years shall be available for inspection by the unit owners and members of the Board at all reasonable times.
- 6.6 Treasurer: The Treasurer or his agent shall have the following duties:
- a. 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 Executive Board. The books shall reflect an account for each unit in the manner required by the Act.

- d. Disburse the funds of the corporation as may be ordered by the Executive Board, making proper vouchers for such disbursements. He shall render an account of all his transactions as Treasurer and of the financial condition of the Association to the Executive Board whenever it may require it.
  - e. Collect all assessments and shall report promptly to the Executive Board the status of collections.
  - f. Maintain accounting records according to good accounting practices, which records shall be open to inspection by the unit owners or their authorized representatives at reasonable times. He shall render to the unit owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.
  - g. Prepare the Association's annual budget and submit it to the Executive Board at least sixty (60) days before the Annual Meeting.
  - h. Sign, or in his absence, the Assistant Treasurer shall sign, each check that is prepared by the Management Company and presented with satisfactory . documentation.
  - i. Review all invoices.
- 6.7 Assistant Treasurer: The Assistant Treasurer shall perform all duties of the Treasurer in the absence of the Treasurer and such other duties as may be required of him by the Executive Board.
- 6.8 Compensation: Officers shall not receive compensation for their services as such, but this provision shall not preclude the Executive Board from employing any Board Member, including Officers, as an employee of the Association, if necessary, nor preclude the contracting with any Board Member for the management of the condominium or for any other service to be supplied by such Board Member.
- 6.9 Resignation: Any Board Member, including Officers, 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 Executive Board. Withdrawals shall be made only by checks and upon demands for payment signed by such officer or officers or agents 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 Executive 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 shall fix and determine the sums necessary and adequate to assess the unit owners for their share of the common expenses set forth in the budget. This 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, and any other expenses designated as common expenses by the Board, the Declaration or Commonwealth statute. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board. Payment of assessments shall be made by the 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 all the unpaid operating expenses previously incurred. Special assessments, if necessary, shall be levied in the same manner as regular assessments 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 annual budget shall be mailed to the unit 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.
  - c. If in any fiscal year a proposed budget would require assessment against the unit owners reflecting an increase of more than ten percent (10%) over the assessment for the preceding year, the Board shall call a special meeting of the unit owners within thirty (30) days, with not less than twenty-five (25) days written notice to each unit owner. At the special meeting the unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of no less than two-thirds (35) of all the unit owners.
  - d. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by account and expense classifications. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and contingencies.
  - e. When the Board determines the amount of any assessment, the Treasurer or his agent shall mail or present to each unit owner a statement of assessment. All assessments shall be paid to the Treasurer or his agent, and upon request the Treasurer or his agent shall give a receipt for such payment received.
- 7.4 Acceleration of Assessment Installments upon Default: If a unit owner shall be in default for the payment of an installment on an assessment, the Executive Board may accelerate the remaining installments of the assessment upon notice to the unit owner; and the then unpaid balance of the assessment shall be due on the date

stated in the notice, but not less than five (5) days after the delivery of the notice to the unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall occur first. Each unit owner hereby enters a confession of judgment as follows: To expedite the collection of any delinquent assessment by the Board, each unit owner (by acceptance of the deed to his unit) shall be deemed to have appointed any one or more members of the Board, the attorney-in-fact for such unit owner, to confess judgment against such unit owner in any court of competent jurisdiction in Pennsylvania, for any such unpaid assessment(s), which appointment (being for security) shall be irrevocable; and for so doing, a copy of this article and said deed, both verified by affidavit, shall be a sufficient warrant. The authority granted herein to confess judgment shall not be exhausted by any exercise thereof but shall continue from time to time and at all times until the Declaration shall be terminated.

Further, in the event of as herein described, the Association shall have as an alternate remedy or a remedy in addition to the above, or either combination of the same, the following confession of judgment. And further, it is understood and agreed by receipt of the deed and of the copy of the Declaration and these By-Laws that the action as hereinbefore set out may be brought against any recorded title owner in the chain of ownership of any unit at any time or at any place in order to collect the monies owing the cause of the default and any default shall be deemed to be a lien on the property for the benefit of the Association as hereinafter set out. The Association may charge interest on unpaid assessments at a rate not to exceed 15% per annum.

- 7.5 Comingling of Funds: Except as disallowed by the Declaration, all sums collected by the Association from assessments may be comingled in a single fund or divided into more than one fund, as determined by the Executive Board. Any delinquent payment by a unit owner shall be applied to interest cost, attorney's fees, other charges, expenses, advances and general or special assessments in such manner as the Executive Board.
- 7.6 Fidelity Bonds: The Association shall obtain bonding of all officers and Board Members of the Association who control or disburse funds of the Association. If coverage is determined to be necessary, the Association shall bear the cost of any such bonding.
- 7.7 Audit: An independent audit of the accounts of the Association may be made from time to time, as directed by the Executive Board. The Board shall make a copy of an audit available to each unit owner of the Association no less than thirty (30) days after its receipt and acceptance.
- 7.8 Accounting Records and Reports: The Association or its agent shall maintain accounting records of the Association, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and the Treasurer or his agent shall supply written summaries of them to members of the Executive Board monthly. 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 become due.
- f. The amount paid upon the account.
- g. The balance due.

7.9 Application of Payments: All assessment payments for his unit by the unit owner shall be applied as provided herein and in the Declaration.

7.10 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 his unit and any credit or surplus in favor of his unit. Such statement must be furnished within ten (10) days after receipt of the written request.

## **ARTICLE 8. USE RESTRICTIONS**

8.1 General Intent: Each unit is intended to be used as a residential condominium by the unit owner/resident, including persons to whom the unit owner may lease his unit, subject to all provisions with respect to use and occupancy and presence on the property applicable to the unit owner himself. No one may permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on the property or on the contents thereof, or which will obstruct or interfere with the rights of others or annoy them, and no one may commit or permit any nuisance or commit or suffer any illegal act to be committed anywhere in or upon the property of the Association.

8.2 Limits to Modifications: Each unit owner shall maintain the interior of his unit in good condition and repair at his own expense. No unit owner shall display, hang, store or use anything whatsoever outside his unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board. No unit owner may paint, decorate or otherwise alter or modify in any way the exterior of his unit.

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 of personal property belonging to any unit owner shall be stored in or on any portion of common property.

8.4 Limits on Electrical Applications: No one shall overload the electrical wiring in the unit or operate any machinery, appliance, accessories or equipment in such a

manner as to cause, in the judgment of the Executive Board, any disturbance.

- 8.5 Uses and Structures: No unit or any part thereof shall be used for any purpose except as set forth. No motor vehicle with commercial registration in any jurisdiction shall be parked in the parking area or on the property except for short-term delivery of mail, packages or household goods. No unit owner shall have any motor vehicles on the premises for purposes of service, such as tearing down or putting together a motor vehicle, other than washing the same. There shall be no storing of any old, junked or hobby-type car on the premises. No boat, trailer, motor home, tent, shack or other such structure shall be located, erected or used on any part of the property, temporarily or permanently.
- 8.6 Signs: One temporary sign of not more than six square feet, advertising the property for sale or rent, may be displayed at any unit. No such sign shall be illuminated. Once the property is on deposit, the sign shall be removed. No for sale or rent sign of any kind may be displayed at English Meadows frontage.
- 8.7 Animals: No exotic animals, livestock or poultry of any kind shall be raised, bred or kept in any unit on the property. A dog, cat or other domesticated household pet may be kept in any such unit, provided that no unit house more than two (2) such pets of not more than 25 pounds each (or one [1] large dog over 50 pounds). Pets may not be kept, bred or maintained for any commercial purpose. Pets must be housed indoors and conform to all local ordinances and regulations.
- 8.8 Clubhouse and Pool: The Clubhouse and Pool are private facilities intended primarily for the use and enjoyment of the unit owners or their tenants. Although guests and family are welcome, limitations may be enacted and enforced by the Executive Board to limit use if the Board determines that restrictions are appropriate.
- 8.9 Nuisances: No nuisances shall be created upon or within any unit, nor shall anything be done thereon which is or may be a nuisance to the Association. The decision as to whether any activity is a nuisance shall be decided exclusively by the Executive Board.
- 8.10 Mailboxes: Mailboxes shall be retained as they are unless changed by 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: Swimsuits, towels, and other laundry may not be left outdoors to dry.
- 8.12 Fences: No fence of any kind, wall, trellis or similar structure shall be placed, erected or maintained anywhere on the property by unit owners.
- 8.13 Regulations by Executive Board: The Executive Board may adopt such rules and

regulations not in conflict with Commonwealth Statute, the Declaration or other provisions of these By-Laws concerning use, occupancy or other matters, including provisions for reasonably limiting or suspending certain rights and/or privileges, as it deems appropriate; and it may alter such rules and regulations as it may determine from time to time.

- 8.14 Rights of the Executive Board: Violation of any rule or regulation of the Executive Board and/or any provision of the Declaration, these By-Laws and/or the Commonwealth Statute shall give the Board or any representative acting on 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 owners 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, except that in the event such maintenance, repair or replacement was caused by negligence or misuse by a unit owner, or by any other occupant of his unit, such expense shall be charged to such unit owner. Each unit owner is responsible for the interior of his unit. 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 his own unit, whether or not the fault is in him personally and/or in any guest or other occupant of his unit.

## **ARTICLE 9. PARLIAMENTARY RULES**

- 9.1 Roberts Rules of Order: *Roberts Rules of Order*, latest edition, shall govern the conduct of the Association meetings when not in conflict with the Declaration or these By-Laws.

## **ARTICLE 10. AMENDMENTS**

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

- 10.1 Notice of Proposed Amendments: Any proposed amendment(s) shall be provided

to unit owners at least 30 days before any meeting at which a proposed amendments are to be considered.

- 10.2 Adoption of Proposed Amendments: A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Executive Board or by not less than one-third (1/3) of the Voting Members of the Association (18). Voting Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, if it is delivered to the Secretary at or prior to the meeting called for this purpose.

The approvals must be either

- a. By not less than 66 2/3% of the entire membership of the Board of Directors and by not less than a majority of the Voting Members representing all unit owners of the Association (27), or
- b. By not less than 75% of the votes (39) of the entire membership of the Association, or
- c. Any revisions to the By-Laws must be reviewed by an attorney prior to their approval to ensure they do not conflict with Commonwealth statute or with the Declaration.

- 10.3 Documentation: No By-Law shall be revised or amended by reference to its title or number only.

- a. Proposals to amend individual existing By-Laws shall contain the full text of the By Laws to be amended. New words to be inserted in the text shall be in **bold** and the words to be deleted shall be drawn through with hyphens.
  1. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it 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.
  2. If the Executive Board concludes that the existing By-Laws need a comprehensive review and potential major revision or replacement, they may request the Policies & Procedures Committee, a standing committee of the Board, to undertake such a review. The results of such a review may be considered in their entirety and proposed to the Voting Membership by the Board for adoption, as provided in Article 10.2 above, accompanied by a memorandum outlining the substance of changes incorporated in the proposed revision or complete replacement.
  3. Nonmaterial errors or omissions in the By-Laws process shall not invalidate any otherwise properly promulgated amendment. Any conflict herein with the Declaration shall be interpreted in such

manner that the Declaration shall prevail. No amendment shall be made that is in conflict with the Act or the Declaration.

## **ARTICLE 11. COMPLIANCE AND DEFAULT**

- 11.1 **Violations:** In the event of a violation (other than the nonpayment of an assessment) by a unit owner of any of the provisions of the Declaration, By-Laws, Rules & Regulations or the Act, the Association, by direction of its Executive Board, shall notify the unit owner of said breach by written notice, transmitted to the unit owner at his preferred address by certified mail. If such violation continues for a period of seven (7) days from the date of mailing of the notice, the Association shall have a second notification transmitted to the unit owner at his preferred address. If the violation continues for a period of thirty days after the second 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 a fine for the violation, or
  - b. To commence an action at law to recover 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 unit owner was in violation of any of the provisions of the above-mentioned documents, the unit owner shall reimburse the Association for its reasonable attorneys' fees incurred in bringing such action. Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the date of the receipt of a written request, signed by a unit owner and sent to the Executive Board, shall authorize any unit 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 that are deemed by the Board to be a hazard to public health or safety shall be corrected by the Association immediately as an emergency matter. The cost thereof shall be charged to the unit owner as a specific item that 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.
- 11.2 **Monetary Penalties for Violations:** In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within sixty (60) days from the due date, the Association, acting on its own behalf or through its Executive Board or the management organization acting on behalf of the Association, may foreclose the lien created by nonpayment of required monies, encumbering the unit in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a receiver, if it so requests. The Association shall have the right to bid for the unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, or on its own behalf through its Board or the management



organization acting on behalf of the Association, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien and securing the same. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a unit owner, the losing defendant shall pay the cost thereof together with a reasonable attorneys' fee and related court costs. Should the Association acquire a unit by reason of its foreclosure, it shall offer said unit for sale; and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expenses shall go to the former unit owner of the unit in question.

- 11.3 Negligence or Carelessness of an Owner: Each unit owner shall be responsible for the expenses of any maintenance, repair or replacement rendered necessary by his action, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. Cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said unit 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 charges were a part of the common expenses.
- 11.4 Costs and Attorneys' Fees: In any proceeding arising because of an alleged default by a unit owner, the Association is entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be determined by the court.
- 11.5 Waiver of Rights: The failure of the Association or a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.
- 11.6 Election of Remedies: All rights, remedies and privileges granted to the Association or a unit owner pursuant to any terms, provisions, covenants or conditions of the Association's documents shall be deemed to be cumulative. The exercise of any one or more of these rights and privileges shall neither be deemed to constitute a precedent for future remedies, nor shall it preclude the party thus exercising the same or from exercising other additional rights, remedies or privileges as may be granted by the Association's documents.

## **ARTICLE 12. INDEMNIFICATION**

- 12.1 Indemnification of Board Members: Every Board Member 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 in connection with any proceeding or settlement thereof in which he may become involved by reason of his being or having been a Board Member or Officer of the Association. This indemnification shall apply whether or not he is a Board member or Officer at the time such liabilities or expenses are incurred, except in cases wherein the Board member or Officer is judged to be guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of any other rights of indemnification to which such Board Member 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 unit owner or member from any liability or obligation incurred under or in any way connected with the Association during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former unit owner and member arising out of, or which is in any way connected with, such ownership and membership.

## **ARTICLE 14. LIMITATION**

- 14.1 Limitation of Liability: Notwithstanding the duty of the Association to maintain or repair parts of the property, the Association shall not be liable for injury or damage caused by a latent condition in or on the property, nor for injury or damage caused by the elements or other unit owners or persons.

## **ARTICLE 15. CONFLICT**

- 15.1 Conflict in Interpretation of By-Laws and Declaration: If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws or the Declaration, the provisions of the Declaration shall prevail.

APPROVED AND DECLARED this \_\_\_\_\_ day of \_\_\_\_\_, 2005 AS THE REVISED BY-LAWS OF THE ENGLISH MEADOWS CONDOMINIUM UNIT OWNERS' ASSOCIATION, replacing in their entirety the By-Laws adopted the 17th day of February 1998.