

BYLAWS, RULES, AND REGULATIONS
OF EVERGREEN TOWNHOMES

ARTICLE I – GENERAL

1.1 The Name: The name of the Corporation shall be Evergreen Townhomes, a Condominium Homeowners Association, a non-profit Corporation hereinafter referred to as “the Association”.

1.2 The Principal Office: The principal office of the Corporation shall be Evergreen Townhomes, c/o Peter Manion, Treasurer, 131 Randy Lane, State College, Pennsylvania, 16801, as designated by the Board of Officers.

1.3 Definition: As used herein, the term “Corporation” shall be the equivalent of Association, and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Evergreen Townhomes, a Condominium. If any definition in the Declaration conflicts with a definition in the Pennsylvania Statutes, the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE II – MEMBERSHIP AND VOTING PROVISIONS

2.1 Membership: Membership in this Association shall be limited to owners of units in the condominiums as described in the Articles of Incorporation of the Association, which may be in any one of the buildings within the entire condominium complex. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate the membership, and the transferee shall automatically become a member of this Association. If unit ownership is vested in more than one person, all the persons owning a unit shall be eligible to

hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a unit shall be cast by the “voting member”.

2.2 Voting:

(a) Each unit shall be entitled to one (1) vote. If an owner owns more than one (1) unit, he/she shall be entitled to one (1) vote for each unit.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present, shall be binding upon all unit owners for all purposes, except where otherwise provided by law, in the Declaration, the Articles of Incorporation, or in these Bylaws; and as used in these Bylaws, the Articles of Incorporation, or the Declaration. The term “majority of the members” shall mean those unit owners having more than 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 at which a quorum shall be present.

2.3 Quorum: Unless otherwise provided in these Bylaws, the presence in person or by proxy of a simple majority of unit owners shall constitute a quorum. A simple majority means at least nine (9) members.

2.4 Proxies: Votes may be cast in person, by proxy, or by e-mail or other electronic means. All proxies shall be in writing, signed by the person entitled to vote, and 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. In no event shall any proxy be valid for a period longer than ninety (90) days after the first meeting for which it was given. Every proxy shall be revocable at any time, at the pleasure of the unit owner executing it. Where a unit is jointly owned by two (2) or

more persons, and they have not designated one of themselves as a voting member, a proxy must be signed by all owners in order to designate a third party as proxy.

2.5 Designation of a Voting Member: If a unit is owned by one person, his/her right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person entitled to cast the unit's vote shall be designated in a written notice to be filed with the Secretary, signed by all of the record owners of the unit. If, for a unit owned by more than one person and such notice is not on file with the Secretary of the Corporation, 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. Such notice shall be valid until revoked or superseded by a subsequent notice or until a change occurs in the ownership of the unit.

2.6 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 Corporation has the responsibility and obligation to make and 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 Board of Officers, he/she may 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 current in the payment of all assessments and are, therefore, eligible to vote.

ARTICLE III – 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 Board of Officers and stated in the notice of the meeting.

3.2 Notices: It shall be the duty of the Secretary to send by regular mail, e-mail, or by personal delivery, a notice of each annual and special meeting to each owner and to post a copy of said notice in a conspicuous place on the property not less than fourteen (14) days nor 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 the address of the owner as it appears on the books of the Corporation or to an e-mail address on file with the Secretary. Proof of posting, delivery, or mailing of the notice, shall be given by the person serving the notice if requested.

3.3 Annual Meeting: The annual meeting for the purpose of electing directors and transacting any authorized business shall be held at such date and time selected by the Board of Officers and communicated to the owners. At the annual meeting, the members shall elect a Board of Officers by plurality vote (cumulative voting prohibitive), and shall transact such other business as may be properly brought before the meeting.

3.4 Special Meeting: Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or at the request, in writing, of a majority of the Board of Officers or in writing by voting members representing forty (40%) percent of the total number of units (at least seven [7] 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 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 of

Officers at any reasonable time. The Association shall retain these minutes for a period of not less than three (3) years.

ARTICLE IV – BOARD OF OFFICERS

4.1 Membership: The affairs of the Association shall be managed by a Board of Officers of not less than three (3) Officers. All Officers shall be unit owners or, in the case of a fiduciary unit owner, shall be fiduciaries or one of their beneficiaries. No officer shall continue to serve on the Board of Officers after he/she ceases to be a unit owner or an interested party in a unit owner as specified in the preceding sentence.

4.2 Election of Board of Officers: Election of Board of Officers shall be conducted in the following manner:

(a) Election of Board of Officers shall be held at the annual Members' meeting.

(b) 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 his/her votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) At any time after a majority of the Board of Officers is elected by members at any duly convened regular or special meeting of the members at which a quorum is present, any one or more of the Board of Officers may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes present at said meeting. A successor may then and there be elected to fill any vacancy created. Should the membership fail to elect a successor, the Board of Officers may fill the vacancy in the manner provided below.

(d) If the office of any Board of Officers becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Officers, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term or office. The election held for the purpose of filling such vacancy may be held at any regular or special meeting of the Board of Officers.

(e) Any Officer may resign at any time by sending written notice of such resignation to the office of the Corporation, 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 Board of Officers, more than three (3) consecutive absences, unless excused by the resolution of the Board of Officers, shall automatically constitute a resignation from the Board of Officers. The transfer by an Officer of title to his/her unit shall, effective as of the date of title transfer, automatically constitute a resignation from the Board of Officers. No member shall continue to serve on the Board of Officers, should he/she be more than thirty (30) days delinquent in the payment of any assessment. Such delinquency shall automatically constitute a resignation from the Board of Officers. 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.

4.3 Organizational Meeting: The organizational meeting of a newly elected Board of Officers shall be held immediately after the membership meeting at which they were elected.

4.4 Regular Meetings: Regular meetings of the Board of Officers may be held at such time and place as shall be determined, from time to time, by a majority of the Board of Officers. Notice of regular meetings shall be given to each Officer, personally, by mail, telephone, or e-mail, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of

the Board of Officers 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 in the event of an emergency and/or by e-mail. 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.

4.5 Special Meetings: Special meetings of the Board of Officers may be called by the President, or, in his/her absence, by the Vice-President, and must be called by the President and Secretary at the written request of one (1) or more of the Officers. Notice of the meeting shall be given personally or by mail, telephone, or e-mail, which notice shall state the time, place, and purpose of the meeting, and shall be transmitted no less than three (3) days prior to the meeting. Special meetings of the Board of Officers shall be open to all unit owners, and notice of a special meeting shall be posted conspicuously at the condominium property forty-eight (48) hours in advance for the attention of the members of the Association, or by e-mail, 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.

4.6 Waiver of Notice: Any Officer may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Officer at a meeting shall constitute a waiver of notice of such meeting, except when his/her attention is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is unlawfully called.

4.7 Quorum: A quorum at Board of Officers' meetings shall consist of a majority of the entire Board of Officers. The acts approved by a majority of those present at a meeting in

which a quorum was present shall constitute the acts of the Board of Officers, except when approval by a greater number of Officers is required by the law, the Declaration, the Articles, or these Bylaws.

4.8 Adjourned Meetings: If, at any meeting of the Board of Officers, there is less than a quorum present, the majority or 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.

4.9 Joinder in Meeting by Approval of Minutes or Consent: The joinder or consent of an Officer 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 Officer for the purpose of determining a quorum and/or voting on a proposal.

4.10 Presiding Officer: The presiding officer of the Board of Officers' meeting shall be the President of the Board of Officers. In the absence of the President, the Officers present shall designate one of their numbers to preside.

4.11 Minutes of Meetings: The minutes of all meetings of the Board of Officers shall be kept in a book available for inspection by unit owners, or their authorized representative, and Board of Officers' members at a reasonable time. The Association shall retain these minutes for a period of not less than three (3) years.

4.12 Compensation: Board of Officers 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.

4.13 Removal: Subject to the provisions of the Uniform Condominium Act, any member of the Board of Officers may be removed from office, with or without cause, by the

agreement in writing by a majority of all unit owners. A special meeting of the unit owners to remove a member or members of the Board of Officers may be called by at least 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 V – POWERS AND DUTIES OF BOARD OF OFFICERS

5.1 **Powers and Duties:** The Board of Officers shall have the powers and duties necessary for the administration of the affairs of the condominium, and may do all such acts except such acts which by law, the Declaration, or by these Bylaws, may not be delegated to the Board of Officers by the unit owners.

ARTICLE VI – OFFICERS

6.1 **Officers:** The officers of the Corporation shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected annually by the members. Any officer may hold more than one (1) office, except President and Secretary may not be held by the same person.

6.2 **Election:** The Board of Officers at its first meeting after each annual meeting of general members, shall elect all officers, none of whom, except the President, need be a member of the Board.

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

6.4 President: The President shall be the chief executive officer of the Corporation. The President shall preside at all meetings of owners and of the Board of Officers. He/She shall exercise the executive powers of the Corporation, have general supervision over its affairs and other officers. He/She shall sign all written contracts, perform all the duties incident to his/her office and such other duties as may be delegated to him/her from time to time by the Board of Officers.

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 of him/her by the Board of Officers.

6.6 Secretary: The Secretary shall issue notices of all Board of Officers' meetings and all meetings of owners; he/she shall attend and keep the minutes of the same; he/she shall have charge of all the books of the Corporation 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 of Officers at all reasonable times.

6.7 Treasurer: The Treasurer shall have the following duties:

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

account of all his/her transactions as a Treasurer and of the financial condition of the Corporation to the Board of Officers whenever it may require it.

(e) He/She shall collect all assessments and shall report promptly to the Board of Officers the status of collections.

(f) He/She shall maintain records which shall be open to inspection by owners, or their authorized representatives, at reasonable times. He/She shall render to owners of their authorized representatives, at least annually, a written summary of the Corporation's fiscal activities.

(g) He/She shall prepare, in conjunction with the Board of Officers, the Corporation's budget.

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

6.9 Resignation: Any officer may resign his/her 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 VII – FINANCES AND ASSESSMENTS

7.1 Depositories: The funds of the corporation shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board of

Officers. Funds shall be withdrawn only upon checks and signed by the Treasurer and another designated officer.

7.2 Fiscal Year: The fiscal year of the Corporation shall begin on the first day of January of each year, provided, however, that the Board of Officers, 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 Board of Officers 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 corporation, all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the Board of Officers or the Declaration. Funds for the payment of common expenses shall be assessed against owners as provided in the Declaration. Assessments shall be payable monthly in advance, and shall be due on the first day of each month unless otherwise ordered by the Board of Officers. Assessments 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 assessments and shall be payable in the manner determined by the Board of Officers. All funds due under these Bylaws and the Declaration are common expenses.

(b) A copy of the proposed budget shall be mailed, or e-mailed, to owners not less than thirty (30) days prior to the Board of Officers' meeting at which the budget will be considered, together with a notice of that meeting. The Board of Officers' meeting, at 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 one hundred ten (110%) percent of the assessment for the preceding year, the Board of Officers, upon written application of two (2) or more of the unit owners to the Board of Officers, 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 vote of not less than sixty-six and two-thirds (66-2/3%) percent vote of all unit owners. The Board of Officers may propose a budget to the unit owners at a meeting of members, or in writing, and if the budget is approved by the unit owner at the meeting, or by sixty-six and two-thirds (66-2/3) of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred ten (110%) percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of condominium property, anticipated expenses by the Association which are not anticipated by, be incurred on a regular or annual basis, or assessment or betterments to the condominium property, shall be excluded from the Corporation.

(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 Officers so elects, for reserve accounts for capital expenditures and deferred maintenance.

(e) When the Board of Officers determines the amount of any assessment, the Treasurer shall mail or e-mail to each owner, a statement of assessment. All assessments shall be paid to the Treasurer and, upon request; the Treasurer shall give a receipt for such payment received.

7.4 Application of Payments and Commingling of Funds: All sums collected by the Corporation from assessments may be commingled in a single fund, or divided into more than one fund, as determined by the Board of Officers. Any delinquent payment by an owner shall be applied to interest, costs, attorney's fees, other charges, expenses, advances, and general or special assessments in such manner as the Board of Officers determines.

7.5 Acceleration of Assessment Installments Upon Default: If a unit owner shall be in default for the payment of an installment on an assessment, the Board of Officers 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 upon 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/her by registered or certified mail, whichever shall first occur.

7.6 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.

7.7 Audit: An audit of the accounts of the Association may be made from time to time, as directed by the Board of Officers. 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 of Officers.

7.8 Accounting Records and Reports: The Association shall maintain accounting records in the condominium, 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 become due;
- (f) The amount paid upon the account; and
- (g) Balance due.

7.9 Application of Payment: All assessment payments by unit owners shall be applied as provided herein and in the Declaration of his/her condominium.

ARTICLE VIII – USE RESTRICTIONS

8.1 No unit shall be used for any other purpose than as a private dwelling for a person and his/her immediate family, or by not more than three (3) unrelated persons, if non-owner occupied, including a member or persons to whom the member shall have leased his/her 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 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.

8.2 Each owner shall maintain his/her unit in good condition, order, and repair, at his/her own expense. No unit owner shall display, hang, store, or use anything whatsoever on his/her stoop or outside his/her unit other than as may be permitted in accordance with the rules and regulations established by the Board of Officers. No member may paint, decorate, or otherwise alter or modify in any way the outside of his/her unit, or install vision antenna, or a structure or addition of any kind whatsoever without the prior written consent of the Board of Officers.

8.3 Trash, garbage, and other waste shall be kept in sanitary containers and shall be disposed of in such a manner as may be prescribed from time to time in the rules and regulations established by the Board of Officers. 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 Board.

8.4 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, in the judgment of the Board of Officers, any unreasonable disturbance, or make any alterations.

8.5 Uses and Structures: No unit, nor any part thereof, shall be used for any purpose except as set forth herein, nor shall any business or any kind be conducted therein. No motor vehicle other than a private passenger type shall be stored or 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 motor vehicle other than

changing the oil and washing the same. There shall be no storing or 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. 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 three (3) 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 dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided that no more than two (2) pets in the aggregate may be kept in any such unit, and said pets must be housed indoors, and conform to all local ordinances and regulations.

8.8 Mailboxes: Mailboxes shall be retained as the same now or, as designated by the Board of Officers from time to time, in the future. No unit owner shall keep or maintain a distinctive or different mailbox than as set forth herein.

8.9 Clotheslines: Outdoor clotheslines are not permitted.

8.10 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 Board of Officers.

8.11 The Board of Officers may adopt such rules and regulations from time to time as it may determine.

8.12 Violation of any rule or regulation of the Board of Officers and/or any provision of the Declaration and/or these Bylaws shall give the Board of Officers 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, 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 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 Board of Officers.

8.13 Board of Officers shall maintain, repair, and replace all common elements, wherever situate, except that in the event such maintenance, repair, or replacement was caused by negligence or misuse of a misuse of a unit owner, or of any other occupant of his/her unit, such expense shall be charged to such unit owner. Each unit owner shall maintain, repair, and replace, at his/her own expense, all portions of his/her unit as are separate and private to it and him/her such as decks or patios. 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/her own unit, whether or not the fault is in him/her personally and/or in any other occupant of his/her unit.

ARTICLE IX – ROSTER OF UNIT OWNERS AND MORTGAGES

9.1 Each unit owner shall file with the Association a copy of the deed or other documents showing his/her ownership. The Association shall maintain such information in its files. A unit owner who mortgages his/her unit shall notify the Association of the name and address of his/her mortgagee, and in the event of fire and casualty or extended coverage insurance, shall file the name of his/her insurance carrier and the agent for the company. The Association reserves the right, if necessary for any reason, to contact mortgagee or insurance carrier.

ARTICLE X – AMENDMENTS

Except as otherwise provided elsewhere, the Bylaws 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 Board of Officers, or by not less than one-third (1/3) of the members of the Association. Officers not present in person or by proxy at the meeting considering the amendment may express their approval, in writing, provided that approval is delivered to the Secretary at or prior to the meeting. The approvals must be either:

(a) Not less than sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Board of Officers and by not less than a majority of the entire membership of the Association; or

(b) By not less than seventy-five (75%) percent of the votes in the entire membership of the Association.

10.3 No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended.

ARTICLE XI – 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, Bylaws, Rules and Regulations, or the Act, the Corporation, by direction of its Board of Officers, shall notify the owner of said breach by written notice, transmitted to the owner at his/her 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 Corporation shall have the right to treat such violation as an intentional, material, breach of the Declaration, Bylaws, Rules and Regulations, or the Act, and the Corporation shall then, at its option, have the following elections:

(a) To commence an action in equity to enforce performance on the part of the owner; 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 Corporation for his/her reasonable attorney's fees incurred in bringing such action. Failure on the part of the Corporation 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 an owner, sent to the

Board, shall authorize any owner to bring an 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 Corporation 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/her unit with the same force and effect as if the charge were made as part of the common expense.

11.2 Violations (Monetary): In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Board of Officers, may foreclose the lien encumbering the condominium parcel created by non-payment of required monies in the same fashion as mortgage liens are foreclosed. The Corporation shall be entitled to the appointment of a receiver if it so requests. The Corporation shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage, and convey the same. In lieu of foreclosing its lien, the Corporation may, through its Board of Officers or manager acting on behalf of the Corporation, or on its own behalf, bring suit to recover a money judgment for any sums, charges, or assessments required to be paid to the Corporation 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 Corporation against a condominium parcel owner, the losing defendant shall pay the cost thereof, together with a reasonable attorney's fee.

If the Corporation becomes the owner of a condominium parcel 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 the reasonable attorney's fees, and any and all expenses incurred in the resale of the condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses, necessary for the repairing and refurnishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in question.

11.3 Negligence or Carelessness of an Owner: Each owner shall be liable for the expenses of any maintenance, repair, or replacement rendered necessary by his/her act, neglect, or carelessness, or by the negligence of any member of his/her family, his/her or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Corporation. 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 owner as a specific item, which shall, until paid in full, be a lien against his/her unit with the same force and effect as if the charges were a part of the common expenses.

11.4 Costs and Attorney's Fees: In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.

11.5 No Waiver of Rights: The failure of the Corporation or an owner to enforce any right, provision, covenant, or condition, which may be granted by the condominium document,

shall not constitute a waiver of the right of the Corporation or 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 Corporation or an owner, pursuant to any terms, provisions, covenants, or conditions of the condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude that the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents.

11.7 Generally: Each owner of a condominium parcel, for himself, his/her heirs, successors, and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Corporation and regardless of the availability of other adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the Corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels, and to preserve each other's right to enjoy his/her unit, free from unreasonable restraint and nuisance.

ARTICLE XII – INDEMNIFICATION

12.1 Every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon his/her in connection with any proceeding or settlement thereof in which he/she may become involved, by reason of his/her being or having been an officer of the Corporation. This indemnification shall apply whether or not he/she is an officer at the time such liabilities or expenses are incurred, except in cases wherein the 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 of Officers 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 officer may be entitled.

ARTICLE XIII – LIABILITIES SURVIVE TERMINATION OF MEMBERSHIP

13.1 The termination of membership in the Corporation 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 Corporation may have against such former owner and member, arising out of, or which is in any way connected with, such ownership and membership.

ARTICLE XIV – LIMITATION OF LIABILITY

14.1 Notwithstanding the duty of the Corporation to maintain or repair parts of the property, the Corporation shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or other owners or persons.

ARTICLE XV – LIENS

15.1 Protection of Property: All liens, other than permitted mortgages, taxes, or assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the condominium documents or Bylaws, whichever is sooner.

15.2 Notice of Lien: An owner shall give notice to the Corporation of every lien upon his/her unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after the attachment of the said lien.

15.3 Notice of Suit: An owner shall give notice of the Corporation of every suit or other proceeding which will or may affect title to his/her unit or any part of the property, such notices to be given within five (5) days after the owner receives notice thereof.

15.4 Failure to Comply with this Article: Failure to comply with this article concerning lands shall not affect the validity of any judicial sale.

15.5 Permitted Mortgage Register: The Corporation shall maintain a register of all permitted mortgages and, at the request of a mortgagee, the Corporation shall forward copies of all notices for unpaid assessments or violations served upon an owner to said mortgagee. If a register is maintained, the Corporation may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XVI – CONSTRUCTION

16.1 Whenever the masculine, singular form of the person is used by these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the content so requires. 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.

ARTICLE XVII – CONFLICT

17.1 If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws or the Declaration of Condominium, the provisions of the Declaration shall prevail.

ARTICLE XVIII – CAPTIONS

18.1 The captions herein are inserted only as a matter of convenience and, for reference, and in no way, define, limit, or describe the scope of these Bylaws or the intent of any provisions hereof.

APPROVED and declared, as the Bylaws of Evergreen Townhomes Condominium Homeowners Association, this ____ day of _____, 2018.

ATTEST:

EVERGREEN TOWNHOMES CONDOMINIUM
HOMEOWNERS ASSOCIATION:

, Secretary

By: _____
, President