

Amended and Restated

By-Laws

Of

The Towers A Condominium

Adopted November 20, 2025

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Amended and Restated By-Laws

The Towers

A Condominium

Article I

Introductory Provisions

1.1 Applicability. These By-Laws provide for the governance of the Towers Condominium Association, a non-profit corporation (the "Association"), pursuant to the requirements of Section 3306 of the Pennsylvania Uniform Condominium Act (the "Act") with respect to the Condominium created by the recording of the Declaration in and among land records of the office of the Recorder of Deeds of Centre County in Deed Book 473, at Page 93, as the same has been or may be amended from time to time.

1.2 Definitions. Terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these By-Laws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3 Compliance. Pursuant to the provisions of the Act, Declaration and these By-Laws, every Unit Owner and all persons entitled to occupy a Unit shall comply with these By-Laws.

1.4 Office. The office of the Condominium, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

Article II

Executive Board

2.1 Number and Qualifications. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of five (5) Persons, all of whom shall be Unit Owners in good standing as defined by Act Section 3103, as amended from time to time, and at least three (3) of whom shall reside in or maintain an office or business in the Condominium at the time of election and throughout their term of office. Only one owner of a particular residential Unit may serve on the Executive Board at any one time. Any officer or principal of a corporate or business Unit Owner shall be eligible to serve on the Executive Board, except that a

corporate or business owner shall only have one such person on the Executive Board at any one time. All of the Members of the Executive Board shall be elected by the Association.

2.2 Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and may take or do all such acts or things except as by the Declaration or these By-Laws may not be delegated to the Executive Board by the Association. Such powers and duties of the Executive Board shall include but shall not be limited to the following:

(a) Operation, care, upkeep and maintenance of the Common Elements and Limited Common Elements.

(b) Determination of the Common Expenses and Limited Common Expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the Property. After notice and hearing in accordance with Rules and Regulations adopted by the Executive Board, the Executive Board shall have the right to make a determination of any claim or dispute by a Unit Owner as to whether any charge or expense applies against the Unit Owner rather than the Common Elements or, if applicable, Limited Common Elements, and such determination shall be final, conclusive and binding.

(c) Collection of Common Expense and, if applicable, Limited Common Expense from the Unit Owners, including, without limitation, an amount for working capital of the Association, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in such funds for any prior year. The Executive Board may designate an agent for the purpose of collecting such expenses and for the purpose of making disbursements therefrom on behalf of the Executive Board.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and any Limited Common Elements.

(e) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property.

(f) Making repairs, additions, and improvements to or alterations of the Property and repairs to and restoration of the Property, in accordance with other provisions of these By-Laws or the Declaration or Act after damage or destruction by fire or other casualty or as a result of eminent domain proceedings.

(g) Enforcement of obligations of the Association, allocation of expenses and surpluses, and doing anything and everything else necessary and proper for the sound management of the Association, including the right (after notice and hearing in accordance

with Rules adopted by the Executive Board) to levy fines, and bring lawsuits to enforce the provisions of the Declaration, the By-Laws, and the Rules and Regulations promulgated by the Executive Board. Any Unit Owner determined to be in violation of the Declaration, the By-Laws or the Rules and Regulations promulgated by the Executive Board, shall pay all attorney's fees and costs incurred by the Executive Board in the enforcement of the same against the Unit Owner and any fine levied by the Executive Board pursuant to the Declaration.. Any fine so levied is to be considered as a Limited Common Expense to be levied against the particular Unit and Unit Owner involved, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collection of Common Expenses.

(h)The Executive Board may employ a Professional Property Manager (PPM) or similar person or entity for the Association at a compensation to be established by the Executive Board, to perform such duties and services as the Executive Board shall authorize, including but not limited to the duties granted to the Executive Board as set forth above. The Executive Board may delegate to the PPM such powers as may be necessary to carry out the functions of the Executive Board except those powers and duties that are non-delegable under the Act.

(i) The Executive Board shall have the right to establish rules and regulations governing the use of all Common Areas and Limited Common Areas, including without limitation the parking and storage areas.

2.3. Election and Term of Office. The election of the Executive Board and the terms of office of the Executive Board members shall be in accordance with the following:

(a) Any qualified Person who desires to seek election to the Executive Board shall, at least thirty (30) days prior to the meeting at which the election shall take place, submit in writing to the Secretary of the Executive Board a notice of their candidacy. All members of the Executive Board shall be elected for a term of three (3) years. Provided that, only at the next election after adoption of these Amended and Restated By-Laws, two Executive Board members shall be elected to a three-year term, two Executive Board members shall be elected to a two-year term, and one Executive Board member shall be elected to a one-year term based upon the total votes they receive in descending order. The two candidates receiving the highest number of votes shall fill the three-year terms, the two candidates receiving the next highest number of votes shall fill the two-year terms, and the candidate receiving the fifth highest number of votes shall fill the one-year term. Thereafter, all

Executive Board members shall serve staggered terms of three years. Notwithstanding the foregoing, in each election the slate of elected candidates shall comply with the requirements of Section 2.1, above, and to the extent it does not, the corporate or business owner candidate receiving the fewest votes shall be replaced by the resident candidate who received the next most votes, and so on until the slate is filled. The members of the Executive Board shall hold office until the earlier of their death, resignation, removal, or their respective successors have been elected by the Unit Owners. Cumulative voting shall be utilized in all such elections.

(b) Directors may hold office for two (2) consecutive terms or a maximum of six (6) consecutive years. Any Executive Board member who has served the maximum six-year tenure shall be ineligible to serve on the Executive Board again until the passing of the next annual election of the Executive Board.

(c) At any vote for members of the Executive Board, each Unit Owner must be in good standing as defined by Act Section 3103, as amended from time to time, and shall vote for each position to be filled in accordance with the provisions of Article III of these By-Laws. At the annual meeting for election of members of the Executive Board, any eligible Person may be nominated for an open and uncontested seat, in which case the 30-day advance notice provision of Subsection (a) above shall not apply. If there are more eligible Persons nominated than there are open positions on the Executive Board, and if any candidate makes a request for a pre-election session of the Association membership, then the Executive Board shall call and give notice of a pre-election special session of the Association at least seven (7) days before the election to allow the Unit Owners to meet each candidate; each candidate shall have equal time to address the Unit Owners during such special session. If more than twice the number of candidates to be elected at such meeting are nominated, then and in such event there shall be two ballots. At the end of the first ballot, the field of nominees shall be reduced so that there are no more than twice as many candidates running as there are positions to be filled, with those candidates receiving the fewest number of votes being eliminated. A second ballot shall then be held, and the candidates receiving the greatest number of votes shall serve on the Executive Board. If, however, there are fewer candidates running than positions to be filled, then the person presiding at the meeting may declare the

candidate(s) elected by acclamation after determining that there are no other nominations.

2.4. Removal of Members of the Executive Board. At any duly held regular or special meeting of the Association, any one or more members of the Executive Board may be removed with or without cause by a two-thirds majority of all Unit Owners present and entitled to vote, provided that notice of the intention to remove a member or members of the Executive Board is given with the notice of the meeting at which the removal is to be considered. In the event a member of the Executive Board is removed, a successor may then and there or thereafter be elected by Unit Owners to fill the vacancy thus created. Any member of the Executive Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

2.5. Vacancies. Vacancies on the Executive Board caused by any reason, including removal of a Director under Section 2.4 above and no successor having been immediately elected, shall be filled by a majority of the votes of the remaining members of the Executive Board, even if less than required for a quorum, at a special meeting of the Executive Board held for that purpose promptly after the occurrence of any such vacancy. The Person so appointed shall be a qualified person pursuant to Section 2.1 above and shall be a member of the Executive Board until the earlier to occur of his, her or its death, resignation, removal, expiration of the remainder of the term of the member whose vacancy he, she or it is filling, or election of his, her or its successor.

2.6. Meetings of the Executive Board.

(a) Regular quarterly meetings of the Executive Board may be held at such times and places as shall be determined from time to time by a majority of the members of the Executive Board. Notice of all meetings of the Executive Board shall be given to each member of the Executive Board by mail, email or delivery to the Unit at least ten (10) calendar days prior to the day of the meeting.

(b) Special meetings of the Executive Board may be called by the President on two (2) calendar days' notice, or upon a shorter time if reasonable, in the event of an emergency, to each member of the Executive Board given by mail, email or delivery to the Unit, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least one member of the Executive Board. Any member of the Executive Board may, at any time, waive notice of any meeting of the

Executive Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a member of the Executive Board at any meeting of the Executive Board shall constitute a waiver of notice of the time and place thereof unless the person is in attendance solely to object to lack of proper notice.

(c) All meetings of the Executive Board shall be open to all Unit Owners, but Unit Owners other than members of the Executive Board may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a member of the Executive Board. In such case, the President or other presiding officer may limit the time any Unit Owner may speak. The foregoing notwithstanding, meetings of the Executive Board or portions of meetings of the Executive Board which deal with litigation, personnel, or other confidential matters shall not be open to Unit Owners.

(d) Meetings of the Executive Board may be held by virtual means, at the sole discretion of the Executive Board. Any meeting of the Executive Board may be recorded by audio or video technology, in the sole discretion of the Executive Board, provided that an announcement is made by the presiding officer at the commencement of the meeting that the meeting will be recorded. The recording of any meeting under this section shall be maintained and any portion other than those not open to Unit Owners pursuant to Subsection (c) above, which portion may not be recorded, shall be available to Unit Owners for no less than six (6) months after the date of the meeting.

2.7. Quorum of the Executive Board. At meetings of the Executive Board, three (3) members must be present in person or by electronic means by which all persons in attendance can hear each other to constitute a quorum for the transaction of business. A majority vote of all members of the Executive Board is necessary in order to constitute valid action. If, at any meeting of the Executive Board, there shall be less than a quorum present, they shall adjourn the meeting to a new date. At any such reconvened meeting at which a quorum is present, any business which may have been transacted at the adjourned meeting may be transacted without further notice.

2.8. Election, Duties of Officers. Officers of the Executive Board shall be elected and shall have duties in accordance with the following:

(a) At each annual organizational meeting of the Executive Board, the Executive Board shall elect a President, a Vice President, a Secretary and a Treasurer of the Association. The Secretary need not be a member of the Executive Board but may be appointed to this office by the Executive Board.

(b) The President shall be the chief executive officer of the Association, shall preside at all meetings of the Association and the Executive Board, and shall have general powers and duties which are incident to the office of the president of a non-stock corporation, including, but not limited to, the power to appoint such committees from among the Unit Owners from time to time as he, she or it may in his, her or its discretion decide are appropriate to assist in the affairs of the Association.

(c) The Vice President shall conduct all business of the Association in the absence of the President.

(d) The Secretary shall ensure the keeping of minutes of all meetings of the Association and the Executive Board and shall have charge of such books and records as the Executive Board may direct. The Secretary shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation.

(e) The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for the keeping of full and accurate records and books of account.

(f) All agreements, contracts, leases, deeds, checks and other instruments of the Association shall be executed by any two (2) officers or by such person or persons as may be designated by the Executive Board.

(g) All payment vouchers of the Executive Board shall be approved by the President or Treasurer.

(h) Upon the affirmative vote of a majority of the members of the Executive Board, any officer may be removed either with or without cause, and his or her successor may thereafter be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for such purpose.

(i) Upon the death or resignation of an officer, his or her successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for such purpose.

2.9. Compensation of Executive Board Members and Officers. The President shall not receive any compensation for his, her or its services, except reimbursement of out-of-pocket expenses, but he, she or it may be compensated for services rendered in any other capacity. The Secretary and Treasurer may be reimbursed for out-of-pocket expenses and also may be compensated for their services if the Executive Board determines that such compensation is appropriate. With the exception of the foregoing, no member of the Executive Board shall receive

compensation for serving on the Executive Board (but may be reimbursed for out-of-pocket expenses).

Article III

Association

3.1. Composition. The Association has been organized and incorporated under the Pennsylvania Nonprofit Corporation Law of 1972 (15 P.S. Section 7301), as amended from time to time. The members of the Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these By-Laws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium, and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act, the Declaration and these By-Laws. The foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in these By-Laws.

3.2. Annual Meetings. The annual meetings of the Association shall be held in December of each year, but in the sole discretion of the Executive Board the annual meeting date may be extended to no later than the end of the following January.

3.3. Place, Manner and Recording of Meetings. The meetings of the Association shall be held at the principal office of the Association or at such other suitable place or manner as may be designated by the Executive Board, including holding same by virtual means, at the sole discretion of the Executive Board. Further, any meeting may be recorded by audio or video technology, provided that an announcement is made by the presiding officer at the commencement of the meeting that the meeting will be recorded. The recording of any meeting under this section shall be maintained and available to Unit Owners for no less than six (6) months after the date of the meeting.

3.4. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by a resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners owning not less than 33-1/3% of all interests in the Common Elements. The notice of any special meeting shall state the time, place and manner of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.5. Notice of Meetings.

(a) The Secretary shall give notice for each annual or special meeting of the Association at least ten (10) but not more than sixty (60) calendar days prior to such meeting, stating the purpose thereof, as well as the time, place and manner at or by which it is to be held. Said notice shall be mailed, emailed, or delivered to each Unit Owner of record at the Unit address or at any other address that such Unit Owner shall have designated by notice in writing to the Secretary. The mailing or delivery of notice of meeting in the manner herein provided shall be considered service of notice.

(b) Notice of virtual meetings shall be given by (i) first class or express mail, postage prepaid, or courier service, charged prepaid, to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. Notice under this subparagraph shall be deemed to have been given when deposited in the United States mail or with a courier service for delivery to the Unit Owner; or (ii) facsimile transmission, e-mail or other electronic communication to the facsimile number or address for e-mail or other electronic communications supplied by the Unit Owner, and for these purposes Unit Owners are specifically deemed to permit use of electronic means for delivery of notice. Notice under this subparagraph shall be deemed to have been given to the Unit Owner when sent.

3.6. Quorum – Proxies. Except as otherwise provided herein, the presence at an owners' meeting in person, by proxy, or by electronic technology, including the internet, which allows participants in the meeting to hear each other, shall be deemed in-person attendance. The in-person attendance of Unit Owners owning more than ten (10%) percent of all interests in the Common Elements shall constitute a quorum at all meetings of the Association. If at any meeting of the Association there is not a quorum present, a majority vote of the Percentage Interests in the Association who are present at such meeting (as set forth in this Section) may adjourn the meeting to a time not less than 48 hours from the date on which the original meeting was called. At any such convened meeting at which a quorum is present, any business which may have been transacted at the adjourned meeting may be transacted without further notice. If the Association fails to meet a quorum at two subsequent meetings after the initial meeting, the Members entitled to vote who attend an owners' meeting (a) at which directors are to be elected that has been previously adjourned for lack of a quorum, although less than a quorum, shall nevertheless constitute a quorum for the purpose of electing directors; and (b) that has been previously adjourned for one or more periods aggregating at least 15 days because of an absence of a quorum, although less than a quorum, shall nevertheless constitute a quorum for the purpose of acting upon

any matter set forth in the notice of the meeting if the notice states that those members who attend the adjourned meeting shall nevertheless constitute a quorum for the purpose of acting upon the matter(s).

3.7. Conduct of Meeting. The order of business at the annual meeting of the Association or at any special meeting, as far as practicable, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Receiving reports of officers.
- (e) Receiving reports of committees.
- (f) Election of inspector of elections, if necessary.
- (g) Election of directors, if necessary.
- (h) Old business.
- (i) New Business.
- (j) Adjournment.

3.8. Allocation of Votes and Eligibility. All elections, whenever required for any purpose, shall be conducted by allocating to each Unit Owner the number of votes (which may include fractions) reflecting the Owner's Percentage interest in ownership of the Common Elements as set forth in the Declaration, Exhibit "C"; the total number of votes assigned to all Unit Owners shall be 1,000,050. A Unit Owner may not split the votes allocated to his, her, or its Unit but must cast all votes in the same way on any particular vote. At all meetings of the Association or of the Executive Board, Robert's Rules of Order (Revised) shall be followed.

3.9. Voting by Corporate or Business Unit Owners. Duly authorized officers of corporate or business Unit Owners shall be entitled to vote.

3.10. Majority of Votes. A vote of a majority of the Percentage Interests of the Unit Owners present in person (as defined hereinabove) at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except wherein by the Declaration, these By-Laws, or by applicable law, a higher percentage of votes is required. The Secretary shall certify the vote tabulation of any hand or ballot vote, including electronic ballots (as defined in Act Section 3310(e), as amended from time to time), subject to the limitation that electronic ballots may only be cast for or against agenda items appearing on the ballot and do not count for quorum purposes, which certification shall be valid and binding. Any Unit Owner who participates in a meeting by

electronic means and chooses to vote electronically (as opposed to by proxy) is deemed to have waived his, her or its right to a secret ballot by such participation and voting.

Article IV

Common Expenses: Budget

4.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

4.2. Preparation and Approval of Budget.

(a) On or before the first day of November of each year (or sixty (60) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and Limited Common Elements including the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses and Limited Common Expenses by the Act, the Declaration, these By-Laws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve, a reserve for contingencies, and reserves for repair and replacements. The budget shall segregate Common Expenses and Limited Common Expenses (if applicable).

(b) On or before the next succeeding fifth day of November (or fifty-five(55) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall make the budget available for inspection at the Association office and shall send to each Unit Owner a copy of the budget in a reasonably itemized form. Such budget shall constitute the basis for determining each Unit Owner's assessments for Common Expenses and Limited Common Expenses and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 4.8 below.

(c) The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

4.3. Assessment and Payment of Common Expenses.

(a) Common Expenses. The Executive Board shall calculate the monthly assessments for Common Expenses against each Unit Owner by multiplying (a) the total amount of the estimated funds required for the operation of the Common Elements set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from sources other than Common Expense assessments or from the operation of the Common Elements to which the Common Expenses pertain, by (b) the Percentage Interest (expressed in decimal form) allocated to such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed against the Unit Owners on a monthly basis and not on an annual basis and shall be payable in monthly installments, to be due and payable on the first day of each calendar month and shall be a lien against each Unit as provided in the Act and the Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board shall cause to be prepared and delivered to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any expected cash shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be cured by a prompt assessment against the Unit Owners in accordance with their Percentage Interests and which shall be payable in one (1) or more monthly assessments, as the Executive Board in its sole discretion may determine.

(b) Limited Common Expenses. The Executive Board shall calculate the monthly assessments for Limited Common Expenses against each Unit obligated to pay Limited Common Expenses by multiplying (a) the total amount of the estimated funds required for Limited Common Expenses set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from the operation of the Limited Common Elements to which the Limited Common Expenses pertain other than Limited Common Expense Assessments by (b) the share of Limited Common Expenses (expressed in decimal form) allocated to each such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis, shall be payable in monthly installments, shall be due and payable

on the first day of each calendar month, and shall be a lien against each Unit as provided in the Act and the Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board shall cause to be prepared and delivered to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Limited Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any expected cash shortage with regard to Limited Common Expenses, after application of such reserves as the Executive Board may determine, shall be cured by a prompt assessment against the Unit Owners obligated to pay Limited Common Expenses in accordance with their allocable share of Limited Common Expenses and shall be payable in one or more monthly assessments, as the Executive Board in its sole discretion may determine.

(c) Reserves. The Executive Board shall build up and maintain reasonable reserves with respect to the Common Elements and Limited Common Elements. Extraordinary Common Expenses and Limited Common Expenses not originally included in the annual budget which may become necessary during the fiscal year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, the Executive Board may at any time levy further assessments against the Unit Owners for the Common Expenses and Limited Common Expenses according to their respective Percentage Interests which shall be payable in one or more monthly assessments as the Executive Board in its sole discretion may determine.

4.4. Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Section 4.3 above or otherwise as permitted or required by the Act, the Declaration and these By-Laws by a statement in writing giving the amount and reasons therefor, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment which is due more than ten days after the delivery of such notice. All Unit Owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Section 4.3 above.

4.5. Initial Budget. At or prior to the time assessment of Common Expenses and Limited Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and end on the last day of the fiscal year during which such commencement date occurs.

Assessments shall be levied and become a lien against the Units during such period as is provided above.

4.6. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his, her, or its allocable share of the Common or Limited Common Expenses, as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, the budget for the previous fiscal year shall become the budget and each Unit Owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

4.7. Accounts; Audits. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same shall be reviewed at least once each year by an independent accountant retained by the Executive Board.

4.8. Reflection of Budget; Limitations on Expenditures. Anything herein to the contrary notwithstanding, within thirty (30) days after adoption of a budget (including capital expenditures) by the Executive Board, the Association, by majority vote of the Percentage Interests of all Unit Owners in the Association, may reject any budget approved by the Executive Board. Subsequent to the adoption of a budget, the power of the Executive Board to incur expenses on behalf of the Association which would cause the total amount of all expenses in the budget to be exceeded by more than 5% of the budgeted amount, and in such case to further assess the Unit Owners therefor, requires the consent of Unit Owners entitled to cast at least a majority of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws.

4.9. Limitations on Borrowing. The power of the Executive Board to borrow money on behalf of the Association is subject to the requirement that the consent of Unit Owners entitled to cast at least a majority vote of the Percentage Interests in the Association must be obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws.

4.10. Payment of Common Expenses and Limited Common Expenses. Each Unit Owner shall pay the Expenses assessed or billed by the Executive Board pursuant to the provisions of this Article IV. No Unit Owner may exempt himself or herself or itself from liability for his, her, or its contribution toward such Common or Limited Common Expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or by abandonment of

his, her, or its Unit. No Unit Owner shall be liable for the payment of any part of the expenses assessed or billed against his, her, or its Unit subsequent to the date of recordation of a conveyance by him, her, or it in fee of such Unit. Upon presentation of a certificate pursuant to Act Section 3407, as amended from time to time, the purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments or billings assessed or billed against the selling Unit Owner's Unit up to the date of such certificate, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor. Any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments or billings against the selling Unit Owner within ten days following a written request therefore to the Executive Board or PPM. Subject to Section 3315 (b) (2) of the Act, as amended from time to time, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments, billings or charges against such Unit which accrue prior to the time such holder or purchaser takes title to the Unit.

4.11 Collection of Assessments. The Executive Board or PPM, at the direction of the Executive Board, shall take prompt action to collect any assessments or bills for Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date. Any assessment or bill not paid within five (5) days after its due date shall accrue a late charge in the amount of 5% of the overdue amount in addition to interest at the rate of 15% per annum or such other rate as may be determined by the Executive Board in its sole discretion.

4.12. Statement of Common Expenses and Limited Common Expenses. The Executive Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments or bills for Common Expenses and Limited Common Expenses due from such Unit Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

4.13. Initial Contribution. Each holder of title to a Unit, at the time of taking title, shall make a contribution equal to two (2) months' assessments for such Unit toward a reserve fund of the Association. Such contribution shall be nonrefundable and shall be made by each time title to a Unit is transferred or conveyed, other than as a result of a foreclosure.

Article V

Compliance and Default

5.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the, terms of the Declaration, these By-Laws, the Rules and Regulations and the Act, as may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through a PPM, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all inspection, maintenance, repair or replacement rendered necessary by his, her, or its act, neglect or carelessness, or the act, neglect or carelessness of his, her or its tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorneys' Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such preceding and such reasonable attorneys' fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these By-Laws, the Rules and Regulations or the Act or at law or in equity.

(d) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any By-Law contained herein, or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Article VI

Amendments

6.1. Amendments to By-Laws. These By-Laws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these By-Laws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or if an amendment is necessary in the judgment of the Executive Board to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects (such as, but not limited to, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation), to comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the Condominium or Association, or to make a reasonable accommodation or permit a reasonable modification in favor of a disabled person (as may be defined by prevailing federal or state laws or regulations applicable to the Association, Unit Owners, residents, tenants or employees), then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. The Executive Board shall provide notice to the Unit Owners of any amendment made under this section, which notice shall include the exact language of the amendment, within seven (7) days after its approval.

6.2. Approval of Mortgagees. These By-Laws contain provisions concerning various rights and interests of record holders of mortgages on Units. Such provisions in these By-Laws are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of these By-Laws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior written consent of such holders who have registered an address with the Secretary.

6.3. Amendments to the Declaration. Any two officers of the Executive Board may prepare, execute, certify the adoption of, and record amendments to the Declaration on behalf of the Association.

Article VII

Alterations, Decorating, Maintenance and Repair

7.1. Responsibility for Maintenance of Units. Unless covered by the insurance provided in accordance with Article VIII below, each Unit Owner shall furnish and be responsible for, at his, her, or its sole expense, all of the maintenance, repairs and replacements within the Unit and Limited Common Elements as defined in the Declaration; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water and electricity to the Unit (but not within the Unit) shall be furnished by the Executive Board as part of the Common Expenses. Maintenance repairs and replacements of kitchen appliances and lighting fixtures, HVAC units, water heaters, and other electrical appliances of any Unit Owner shall be at the sole expense of such Unit Owner. Each Unit Owner shall be solely responsible for the repair and replacement of all windows, window parts and doors of the Unit.

7.2. Damage by Negligent Acts. If due to the negligent act or omission of a Unit Owner or of a Non-Owner Occupant or household pet or of a guest or invitee of such Unit Owner or Resident, damage caused to the Common Elements or Limited Common Elements, or to a Unit or Units owned by others, or maintenance, repairs and replacements shall be required which would otherwise be a Common Expense or Limited Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements after notice thereof from the Executive Board.

7.3. Maintenance of Equipment, Fixtures, Etc. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units, the Common Elements or Limited Common Elements, then the

use thereof by the individual Unit Owners shall be subject to the control of the Executive Board. The authorized representatives of the Executive Board, or of the PPM for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or Limited Common Elements, or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements or Limited Common Elements.

7.4. Decorating and Maintenance of Units and Common Elements. Each Unit Owner shall furnish and be responsible for and at his, her, or its sole expense, all of the decorating within the Unit, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the Unit, and such Unit Owner shall maintain the interior surfaces in good condition at his, her, or its sole expense as may be required from time to time, which said maintenance and use shall be subject to the control of the Executive Board. The interior surface of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Unit, shall be subject to the control of the Executive Board. Decorating of the Common Elements or Limited Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work of the Common Elements or Limited Common Elements by the Executive Board, shall be furnished by the Executive Board as part of the Common Expenses or Limited Common Expenses, as the case may be.

7.5. Alterations. No alterations of any Common Elements or Limited Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Executive Board. In addition,

(a) plans prepared and certified by an Architect or Professional Engineer (or other appropriate professional) duly registered or licensed in Pennsylvania must be provided to the Executive Board for such work, unless waived by the Executive Board in writing. Such plans must demonstrate to the satisfaction of the Executive Board that such alterations, additions or improvements will not diminish the structural integrity of the building in any

way whatsoever. The plans shall be otherwise subject to the approval of the Executive Board, not to be unreasonably withheld, and

(b) any Unit Owner causing work to be done and the contractor doing said work must produce evidence of adequate liability and property insurance for the protection of the Association, including but not limited to the following:

(i) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

(ii) Claims for damages because of bodily injury, occupational sickness or disease, or death of his, her, or its employees;

(iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his, her, or its employees;

(iv) Claims for damages insured by usual personal injury liability coverage which are sustained by (a) any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (b) by any other persons;

(v) Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(vi) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

(c) all contracts for such work must be done subject to the filing of a properly executed "stipulation against liens", and

(d) all necessary permits must be obtained at the sole cost and expense of the Unit Owner.

All the above items must be submitted to the Executive Board prior to undertaking such work. The work must be carried out expeditiously and in a reasonable manner to minimize noise and interference with the use and enjoyment of the Condominium and the Common Elements by the Unit Owners and Residents of the Condominium. The Executive Board shall have the right to require the Unit Owner and/or a contractor to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder.

The requirements set forth in this section shall also apply to Sections 3.4 and 7.1(i) of the Declaration and Section 7.6 of these By-Laws.

7.6. Additions, Alterations or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, structural partition or wall change, or structural alteration or improvement in or to the Unit without prior written consent of the Executive Board and the mortgagee of said Unit except as otherwise expressly permitted hereby as to the combination of Units, as provided in the Declaration. The Unit Owner shall also comply with the additional requirements set forth in Section 7.5 above. The Executive Board shall have the obligation to respond to any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) calendar days after receipt of such request along with all documents required to be submitted under Section 7.5 and this Section 7.6. If there is no timely response, then such request shall be deemed approved according to its terms.

Article VIII

Insurance

8.1. Insurance, provided by the Executive Board. The Executive Board, for the benefit of and on behalf of the Unit Owners, shall contract for, shall pay the premiums therefore as Common Expenses, and shall maintain at all times the following insurance;

(a) Fire insurance in an amount equal to the full insurable replacement cost of the Property without deduction for depreciation, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may maintain providing equal or greater protection for the Unit Owners and their mortgagee, if any. In the event the net proceeds of such insurance do not exceed Three Hundred Thousand (\$300,000.00) Dollars, such net proceeds shall be payable to the Executive Board on behalf of all Unit owners and their respective mortgagees. In the event the net proceeds of such insurance exceeds Three Hundred Thousand (\$300,000.00) Dollars, such net proceeds shall be payable to any trustee or any successor trustee appointed by the Executive Board and approved by the holders of five (5) or more mortgages permitted hereunder (hereinafter referred to as the "Insurance Trustee"). All such insurance shall include a separate loss payment endorsement, in favor of the holders of any mortgages permitted hereunder modified to make the loss payable provisions in favor of such holders of mortgages

subject and subordinate to the loss payment provisions in favor of the Executive Board, or the Insurance Trustee under an appropriate agreement. Said Agreement shall provide that the Executive Board or Insurance Trustee shall hold and disburse all payments received on account of loss or damage covered by such policy for repairs and restoration as provided in the Act and in this Article. Said insurance may, in the sole discretion of the Executive Board, contain a "deductible" provision in an amount determined by the Executive Board but not to exceed Fifteen Thousand (\$15,000.00) Dollars. The Executive Board shall periodically order an appraisal of the Property to be made

(b) Comprehensive liability insurance insuring Unit Owners (in their capacity as Unit Owners), members of the Executive Board, and any PPM against any liability to the public or to the Unit Owners, Residents or invitees, relating in any way to the ownership and/or use of the Property and any part thereof. Limits of liability shall be for at least a combined single limit of Three Million (\$3,000,000.00) Dollars, if commercially available. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be increased in its sole discretion.

(c) Such Workers' Compensation insurance as applicable laws may require.

(d) Such other insurance as the Executive Board in its sole discretion may deem to be desirable.

8.2. Specifications tor Insurance. All insurance shall be obtained in accordance with the following provisions:

(a) All policies shall be written with an insurance carrier licensed to do business In the Commonwealth of Pennsylvania and holding a rating of "B+" or higher as rated by Best's Insurance Reports, or by an equivalent rating agency in the event Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained by the Executive Board hereunder be brought into contribution with insurance maintained by individual Unit Owners or their mortgagees.

(d) Each Unit Owner may maintain additional insurance at his, her, or its own expense; provided, however, that (i) such policies shall contain waivers of subrogation, and (ii) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the proceeds which the Executive Board, on behalf of the

Association, may realize under any insurance policy which the Executive Board may have in force on the Property at any particular time.

(e) Each Unit Owner shall be required to notify the Executive Board of all alterations, additions and improvements made by him, her, or it to the Unit or Limited Common Elements, the value of which is in excess of Seven Thousand Five Hundred (\$7,500.00) Dollars.

(f) The Executive Board shall have the power to require all Unit Owners to maintain such types of insurance as the Executive Board in its sole discretion may reasonably require with the type of insurance companies specified hereinabove.

(g) Any Unit Owner who maintains individual insurance policies covering any portion of the Property other than personal property belonging to such Unit Owner shall be required to file a copy of such individual policy or policies with the Executive Board within thirty (30) days after purchase of such insurance.

(h) The Executive Board shall be required to make every effort to secure and maintain insurance policies covering the Property that will provide the following:

(i.) A waiver of subrogation by the insurer as to any claims against the Executive Board, any manager of the Property, the Unit Owners and their respective servants, agents and guests;

(ii.) That the insurance policies issued to the Executive Board on behalf of the Unit Owners and covering the Property cannot be cancelled, invalidated or suspended owing to the conduct of any one or more Unit Owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to each Unit Owner and all mortgage holders;

(iii.) That all policies covering the Property cannot be cancelled, invalidated or suspended owing to the conduct of any officer, member or employee of the Executive Board or any manager of the Property without prior demand in writing that the Executive Board cure the defect within a reasonable period of time; and

(iv.) That any "no other insurance" clause in the Executive Board insurance policies exclude individual Unit Owners' policies from consideration.

(i) The periodic and annual insurance reviews which the Executive Board is required to conduct, as provided hereinabove, shall include a determination of the replacement cost of the improvements to the Property performed in a suitable manner.

Article IX

Repair or Reconstruction

9.1. Damage or Destruction.

(a) Repair. Except as otherwise provided by law, in the Declaration or herein, damage to or destruction of the Buildings or any other improvements constructed on the Property shall be promptly repaired and restored by the Executive Board using the insurance proceeds received by the Executive Board or the Insurance Trustee for such purpose. The Unit Owners directly affected thereby shall be liable for any deficiency in such proceeds in proportion to their respective Percentage Interests except that if any to the extent that such deficiency exists solely by reason of a "deductible" provision in the insurance policy or policies held by the Executive Board, such deficiency shall be borne by all of the Unit Owners as a Common Expense. Unit Owners must apply the proceeds from their individual fire insurance policies, if any, to the share of such Expense for which they are liable. The Executive Board shall be responsible only for restoring the Building to substantially the same condition as it was immediately prior to the damage or destruction, and each Unit owner shall personally assume the additional expense of any improvements to his, her, or its Unit which is desired to be restored beyond such condition. If any changes are made in the basic construction of any restored Unit, the Limited Common Elements or Common Elements, the Executive Board shall record an amended Declaration Plan reflecting such changes.

(b) Termination. Notwithstanding anything contained in this Article to the contrary, if there is substantially total destruction of the Buildings (both structures) as determined by an affirmative vote cast by a majority of the Percentage Interests of the Unit Owners, if within sixty (60) days after receipt of at least three (3) contractors' bids and the final insurance adjustment, Unit Owners entitled to cast eighty (80%) percent in interest of the votes of all Unit Owners duly resolve not to proceed with repair or restoration, then, in such event, the salvage value of the Property shall be subject to partition at the suit of any Unit owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies held by the Executive Board or the Insurance Trustee, shall be

considered as one fund and shall be divided among all the Unit Owners in proportion to their respective Percentage Interests, after discharging, out of the respective shares of Unit Owners, to the extent sufficient for the purpose, all liens against the Units of such Unit Owners.

9.2. Eminent Domain. A taking of, injury to, or destruction of part or all of the Property by the power, or a power in the nature, of eminent domain or by an action or deed in lieu of condemnation, shall be considered to be included in the term "damage or destruction" for purposes of this Article, and the proceeds of the eminent domain taking shall be treated in the same manner as insurance proceeds and shall be distributed in accordance with Section 3107 of the Act, as amended from time to time. Whenever all or part of the Common Elements or Limited Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner so affected shall be entitled to notice thereof and shall participate in the proceedings incident thereto, but in any proceedings for the determination of damages, damage for such taking of, injury to or destruction of the Condominium as a whole shall be determined and a separate determination of damage to each Unit Owner's interest shall not be made.

Article X

Common Expenses

10.1. Payment of Common Expenses and Limited Common Expenses. All Unit Owners shall be obligated to pay, on a monthly basis, the Common Expenses and Limited Common Expenses assessed by the Executive Board pursuant to the authority granted to the Executive Board under these By-Laws. At its option, the Executive Board may authorize the Common Expenses and Limited Common Expenses to be collected by a mortgagee of one or more Units or by any other servicing agent.

10.2. Collection of Assessments. The Executive Board shall take action pursuant to Section 4.11 above to collect any unpaid Common Expenses and Limited Common Expenses. Legal action shall be commenced in a court of competent jurisdiction no later than three (3) years after an assessment becomes due and remains unpaid.

10.3. Default in Payment of Common Expenses or Limited Common Expenses. Any assessment or bill not paid within five days after its due date shall be dealt with pursuant to Section 4.11 above, together with all expenses including reasonable attorney's fees incurred in collecting said unpaid amount. The Executive Board shall have the right and duty to recover such expenses,

together with such interest and costs in an action to recover the same brought against the Unit Owner as provided in the Act.

Article XI

Parking and Storage

11.1. Parking Units - Basement Storage - Limited Common Elements. In its sole discretion, the Executive Board shall assign at least one (1) Parking Unit and one (1) basement storage area for the exclusive use of each Residential Unit Owner, and one (1) basement storage area for the exclusive use of each Office Unit Owner. Additional storage areas may be assigned to Residential and Office Unit Owners by the Executive Board in its sole discretion. Parking Units not previously sold or assigned will be reserved for guests or business invitees of the Unit Owners. The basement storage areas shall constitute a Limited Common Element for the exclusive use of the Owner of such Unit to whom such storage area is designated. Any repairs, replacement or maintenance to or with respect to said storage area (excluding the contents thereof for which the Association shall have no liability or responsibility) shall be a Common Expense except those caused by the sole negligence of the Unit Owner to which such Limited Common Element is assigned or the tenant or invitee of such Unit Owner using such assigned Limited Common Element, which shall be the sole expense of such Unit Owner.

Article XII

Additions, Alterations or Improvements by the Executive Board

12.1. Common Elements. Whenever, in the sole judgment of the Executive Board, Common Elements or Limited Common Elements shall require additions, alterations or improvements costing in excess of Twenty-five Thousand (\$25,000.00) Dollars, said alterations or improvements shall not be made unless they have been approved by a majority vote of the Percentage Interests of the Unit Owners present and voting at a meeting at which a quorum is present, and in the case of Limited Common Elements, said alterations or improvements shall not be made unless they have been approved by a majority vote of the Percentage Interests of the Unit Owners who own an interest in the Limited Common Elements in question, and who are present and voting at a meeting at which a quorum is present. When said approval has been obtained, all Unit owners shall be liable for the cost thereof as a Common Expense or Limited Common Expense, as appropriate. In the event of any emergency which could cause damage to the Building or part thereof, the

Executive Board may expend such sums as in its sole discretion it determines are reasonably necessary to protect the Building or a part thereof from significant damage, and the judgment of the Executive Board shall be final, conclusive and binding.

Article XIII

Right of Access

13.1. Right of Access. Each Unit Owner shall grant a right of access to his, her or its Unit to the PPM and/or any other person authorized by the Executive Board for the purpose of making inspections and for the purpose of correcting any condition originating in the Unit and threatening another Unit or Common Element, Limited Common Element or for the purpose of performing necessary installations, alterations or repairs to the utility or mechanical services in the Unit or elsewhere in the Building within which the Unit is located. In accordance with the Declaration requests for entry are to be made in advance, and such entry is to be at a time reasonably convenient to the Unit Owner, and in case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Article XIV

Payments for Utilities

14.1 Payment for Utilities. Electricity shall be supplied to the Condominium by the public utility servicing the area. Each Unit shall be separately metered and separately billed for electricity consumed in lighting the Unit and in operating the various machinery, appliances and devices located therein and in providing heating and cooling and for the heating of water for use in each Unit.

Electricity consumed in lighting the Common Elements and in operating the various machinery, appliances and devices located therein and in heating and cooling the Common Elements and for the heating of water therein shall be billed to the Association and treated as a Common Expense.

Unless separately metered, water consumed in and the sewage charge for each Unit and in the Common Elements will be billed to the Association and treated as a Common Expense. Telephone service provided to each Unit is to be billed to and paid by each Unit Owner. If a kiosk is located between the two main entrances to the Buildings, the operation and staffing of the kiosk,

and the telephone utilized for intercommunication and security purposes shall be charged to the Association and treated as a Common Expense.

Article XV

Miscellaneous

15.1. Notices. All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or by first class mail, postage prepaid (or otherwise as the Act may permit) to (i) if to a Unit Owner, at the single address which the Unit Owner shall designate in writing and file with the Secretary or PPM or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Executive Board or to the PPM, at the principal office of the PPM or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section, or by email to (i) if to a Unit Owner, the email address which the Unit Owner shall designate in writing and file with the Secretary, or (ii) if to the Association, the Executive Board or to the PPM, at the email address of the PPM as designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates a single address in writing to the Secretary or PPM shall be entitled to receive all notices hereunder.

15.2. Captions. The captions herein are inserted only as matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

15.3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

15.4. Severability. If any provisions of these By-Laws or any section, sentence, clause, phrase or word or the application thereof in any circumstances be judicially held in conflict with the Declaration or the laws of the Commonwealth of Pennsylvania, then the said Declaration and laws shall be deemed controlling and the validity of the remainder of the By-Laws and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

15.5. Effective Date. The By-Laws shall become effective immediately.

IN WITNESS WHEREOF, the President and Secretary of the Association have caused their names to be signed to these presents on this 20th day of November, 2025.

THE TOWERS CONDOMINIUM ASSOCIATION

By: Maureen Yanoshik
Maureen Yanoshik, President

By: Mark Shirey
Mark Shirey, Secretary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

On this 20th day of November, 2025, before me, the undersigned officer, personally appeared Maureen Yanoshik and Mark Shirey, who acknowledged themselves to be the President and Secretary of The Towers Condominium Association respectively, and that as such being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing their names as such.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

[Signature]
Notary Public
My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Gwendolynn M English, Notary Public
Centre County
My commission expires February 25, 2028
Commission number 1296510