

# BYLAWS

**DEHAVEN COURT AT ELFINWILD CONDOMINIUMS**

**AMENDED AND RESTATED BY-LAWS**

**OF**

**THE DEHAVEN COURT AT ELFINWILD**

**CONDOMINIUMS**

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OF  
THE DEHAVEN COURT AT ELFINWILD  
CONDOMINIUMS

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**THE DEHAVEN COURT AT ELFINWILD CONDOMINIUMS**

**AMENDED AND RESTATED BY-LAWS  
OF  
THE DEHAVEN COURT AT ELFINWILD  
CONDOMINIUM ASSOCIATION**

**ARTICLE I - APPLICABLE STATUTE**

These By-Laws are adopted pursuant to the Pennsylvania Uniform Condominium Act ("Act") and apply to The DeHaven Court at Elfinwild Condominium located on DeHaven Court at 2910 Mt. Royal Boulevard and in Shaler Township, Allegheny County, Pennsylvania, as more fully described in the Declaration of Condominium recorded in the Office of the Recorder of Allegheny County, Pennsylvania.

**Section 1 - Definitions.** Unless the context clearly indicates otherwise, the words and phrases contained herein shall have the same meaning as in the Declaration of Condominium for The DeHaven Court at Elfinwild Condominium as Restated and Amended June 1, 1993 ("Declaration"). Other terms as used herein shall be (unless otherwise expressly provided or unless the context hereof requires) otherwise defined in accordance with the Act.

**Section 2 - Administration of the Property.** The administration of the Condominium and the operation, regulation and management of the Association shall be governed by the Declaration, the Act, these By-Laws, and any Rules and Regulations which may be adopted by the Executive Board, as they may be amended.

**Section 3 - Persons Bound.** All present and future Unit Owners, Residents of Units, Mortgagees and their agents and employees, and any other Person who or which may occupy a Unit or utilize the facilities of the Condominium are subject to and bound by the provisions of the Declaration, the Act, these By-Laws and any Rules and Regulations adopted pursuant thereto.

**Section 4 - Office.** The Association shall maintain an office at the Presbyterian Association on Aging, Allegheny Division Offices, 1215 Hulton Road, Oakmont, Pennsylvania 15139, and/or at a location designated by the Condominium Association.

## ARTICLE II - UNIT OWNERS ASSOCIATION

Section 1 - Unit Owners Association. All Persons owning Units in the Condominium shall be members of the Association.

Section 2 - Name. The name in which contracts shall be entered into; title to property shall be acquired, held, and disposed of; bank accounts shall be opened; and suits shall be brought and defended by the Executive Board on behalf of the Association is: "The DeHaven Court at Elfinwild Condominium Association," a Pennsylvania non-profit corporation created pursuant to the Pennsylvania Non-Profit Corporation Laws and Pennsylvania Uniform Condominium Act.

### ARTICLE III - MEETINGS OF UNIT OWNERS

Section 1 - Annual Meetings. The first annual meeting of the Association shall be called within one (1) year of the first conveyance of a Unit by the Declarant. Thereafter, annual meetings shall be held in the same month of each year as determined by the Executive Board. At each annual meeting, the Unit Owners shall elect members of the Executive Board, and may transact such other business as may properly come before the meeting.

#### Section 2 - Special Meetings.

(a) The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners of more than twenty-five percent (25%) of the Units. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Not later than sixty (60) days after conveyance to Unit Owners other than Declarant of twenty-five percent (25%) of the Units built and reserved to be built by Declarant, a special meeting of the Association shall be held at which one (1) of the five (5) members of the Executive Board appointed by the Declarant shall resign, and the Unit Owners, including the Declarant, shall thereupon elect a successor to the resigned Executive Board Member, who shall serve until the election held in accordance with Article IV Section (5)(a) hereof.

(c) Not later than sixty (60) days after conveyance to Unit Owners other than Declarant of fifty percent (50%) of the units built and reserved to be built by the Declarant, a special meeting of the Association shall be held at which one (1) of the five (5) members of the Executive Board appointed by the Declarant shall resign, and the Unit Owners, including the Declarant, shall thereupon elect a successor to the resigned Executive Board Member, who shall serve until the election held in accordance with Article IV Section (5)(a) hereof.

(d) On a day which is the earlier of: (i) within one hundred eighty (180) days after conveyance to Unit Owners other than Declarant of seventy-five percent (75%) of the Units built and reserved to be built by Declarant; or (ii) five (5) years from the date of the first conveyance to a Unit Owner, a special meeting of the Association shall be held at which the three (3) remaining Executive Board Members appointed by the Declarant shall resign, and all Unit Owners, including the Declarant, if the Declarant owns one (1) or more Units, shall thereupon elect successors to the resigned Executive Board Members.



Section 3 - Notice of Meetings. The Secretary shall give notice of each annual and each special meeting of the Association to all Unit Owners, not less than ten (10) days nor more than sixty (60) days prior to the meeting date. The notice shall specify the time and place of the meeting and the items on the Agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget or assessment change and when any proposal is made to remove an Executive Board Member or Officer. All notices shall be hand delivered or sent by United States mail, postage pre-paid.

Amended  
3/9/94

Section 4 - Place of Meeting. Meetings of the Association shall be held at the Condominium Community Center, known as The Clubhouse, at the condominium site, or at such suitable place in Shaler Township, Allegheny County, Pennsylvania, as may be fixed by the Executive Board.

Section 5 - Voting. Voting at all meetings of the Association shall be on the basis of one (1) vote for each Unit, as set forth in the Declaration.

Section 6 - Multiple Ownership. Where the ownership of a Unit is divided among two (2) or more persons, the person entitled to cast the vote of such Unit shall be named in a certificate executed by all of the Owners of such Unit and filed with the Secretary of the Association. In the absence of such a certification, any Unit Owner present at the meeting shall be entitled to cast the vote of such Unit. If more than one of the Owners is present, then such vote shall be cast only in accordance with the unanimous agreement of the Owners of the Unit as transmitted to the Secretary of the Association. There shall be deemed to be unanimous agreement if any one of the Unit Owners casts the vote allocated to the Unit without protest being made promptly by one of the co-owners to the persons presiding over the meeting. Any such certificate shall be valid until revoked by written notice to the Association. Subject to the requirements of the Act, whenever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the person or persons entitled to cast the vote allocated to such Unit at meetings of the Association.

Section 7 - Declarant Voting. The Declarant shall have the right at any meeting of the Association to cast all the votes allocated to all Units owned by the Declarant.

Section 8 - Miscellaneous. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

Section 9 - Majority. The casting of votes by Unit Owners in person or by proxy at a duly convened meeting of the Association at which a quorum is present is required for the adoption of decisions and resolutions and for the approval of actions. The acts of a majority of such Unit Owners shall be the acts of the Association and shall be

binding upon all the Unit Owners, except where the Act or the Declaration require a percentage greater than a Majority of the Unit Owners.

Section 10 - Procedures. The procedures to be followed in the casting of votes and other election mechanics shall be established by the Executive Board and shall be made a part of the Rules and Regulations.

Section 11 - Quorum. The presence at a meeting of the Association in person or by proxy of persons having the right to cast no less than fifty-one percent (51%) of the votes allocated to all Units shall constitute a quorum. If less than a quorum is present at any meeting, a majority of the Unit Owners present in person or by proxy may adjourn the meeting to another time and place. At any adjourned meeting attended by a quorum any business may be transacted which could have been transacted at the meeting originally called, without further notice.

Amended  
12/13/93

Section 12 - Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner to another Unit Owner, to a Mortgagee, or to the Declarant. Proxies shall be executed in writing, shall be valid only for the purposes therein stated and must be filed with the Association Secretary prior to the time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Association Secretary of written notice of revocation from the grantor of the proxy. In no event shall a proxy be valid for a period in excess of one (1) year. A proxy is void if it is not dated or if it purports to be revocable without notice.

## ARTICLE IV - EXECUTIVE BOARD

**Section 1 - Number and Qualifications.** The business, operation and affairs of the Condominium and of the Association shall be managed on behalf of the Unit Owners and the Association by an Executive Board consisting of five (5) natural persons, all of whom shall be Unit Owners except for those appointed by the Declarant during its period of Declarant control. The Executive Board shall consist of the President, Vice President, Treasurer, Secretary and Assistant Secretary/Treasurer.

Subject to the provisions of Article III, Section 2 of these By-Laws, at least one (1) member of the Executive Committee, but no more than two (2) members of the Executive Committee, shall be Unit Owners of a Townhome Unit, while at least three (3) members of the Executive Committee, but no more than four (4) members of the Executive Committee, shall be the Unit Owners of a Garden Unit.

**Section 2 - Powers and Duties.** Subject only to the provisions of the Act and the Declaration, the Executive Board shall have all the power and authority necessary to administer and manage the business, operation and affairs of the Condominium and of the Association. The Executive Board shall have the powers and duties to:

(a) adopt and amend Rules and Regulations governing the use of the Condominium;

(b) adopt and amend budgets for revenue, expenditures and reserves and collect regular and special assessments for Common Expenses from Unit Owners;

(c) hire and terminate managing agents and other employees, agents, attorneys, accountants and other independent contractors;

(d) institute, defend, or intervene in litigation or administrative proceedings in its own name or on behalf of two (2) or more Unit Owners on matters affecting the Condominium.

(e) make contracts and incur liabilities;

(f) regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements.

(g) cause additional improvements to be made a part of the Common Elements;

Amended  
12/13/93

- (h) acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property;
- (i) grant easements, leases, licenses and concessions through or over the Common Elements;
- (j) impose and receive any fees or charges for the use, rental or operation of the common elements as is permitted by the Act;
- (k) impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines not to exceed Twenty-Five Dollars (\$25.00) per day for a violation or violations of the Declaration, By-Laws and Rules and Regulations;
- (l) impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates, or statements of unpaid assessments;
- (m) provide for the indemnification of Association officers and Executive Board Members and maintain directors' and officers' liability insurance, if desired;
- (n) make a final determination of any claim by a Unit Owner as to the invalidity of any charge or assessment allocated against the Unit Owner;
- (o) establish a reserve for working capital, contingency and replacement reserves, and to make up any deficit in the Common Expenses for any prior year and designate an agent for the purpose of collecting these assessments and the Common Expense Charges and for the purpose of making disbursements thereunder;
- (p) adopt, amend and enforce minimum standards for floor coverings within Units including patio and balcony floor coverings and standards governing draperies, blinds, and curtains on any windows or doors;
- (q) open bank accounts on behalf of the Association and designate the signatories required therefor;
- (r) make repairs, additions and improvements to or alterations to the Condominium and repairs to or restore the Condominium after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- (s) act as agent for the collection of any utility payments which are not Common Expenses but which are paid on a pro-rata basis;

(t) impose assessments pursuant to Article III, Section 2 of the Declaration, and exercise any other powers authorized or imposed by the Act, the Declaration or these By-Laws;

(u) exercise all other powers that may be exercised in this Commonwealth by legal entities of the same type as the Association;

(v) exercise any other powers necessary and proper for the governance and operation of the Association;

(w) adopt, amend and enforce such rules and regulations as may be necessary to implement more specifically the general principles found in these By-Laws.

**Section 3 - Delegation of Duties by Executive Board of the Association.** The Executive Board or Officers of the Association may delegate only ministerial duties to a Managing Agent or to other persons.

**Section 4 - First Members of Executive Board.** Subject to Article III Section 2, the first members of the Executive Board shall be appointed by the Declarant and shall serve until their successors have been elected. In the event of the resignation or death of any member of the Executive Board appointed by the Declarant, the Declarant may appoint or designate his successor.

**Section 5 - Election and Term of Office.**

(a) At the first annual meeting of the Unit Owners held after the special Meeting called in accordance with Article III Section 2(d) hereof, there shall be elected five (5) members of the Executive Board for a term of one (1) year each. At the expiration of the initial term of office of each Executive Board member so elected (or upon the replacement of a member appointed by Declarant), two (2) members shall be elected for a three (3) year term; two (2) members for a two (2) year term; and one (1) member for the one (1) year term. Thereafter, the members shall be elected annually for three (3) year terms in numbers necessary to maintain the Executive Board at five (5) elected members.

(b) At the first annual meeting following the meeting held pursuant to Article IV Section 5(a) above, five (5) new members of the Executive Board shall be elected in accordance with Article IV Section 5. The members shall serve until their respective successors have been elected.

(c) At any vote for membership on the Executive Board, each Unit Owner, including the Declarant, shall be entitled to vote in accordance with Article III Section 5 hereof for each vacancy to be filled.

(d) At any meeting for the filling of a vacancy on the Executive Board, any Unit Owner may be nominated. If more than twice the number of candidates to be elected at such meeting are nominated, there shall be two (2) ballots. At the end of the first ballot, the field of nominees shall be reduced so that there are not more than twice the number of candidates remaining on the ballot as there are vacancies to be filled. Those candidates receiving the fewest number of votes shall be eliminated from the ballot. A second ballot shall be held, and the candidates receiving the greatest number of votes shall be elected. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot and the candidates receiving the greatest number of votes shall serve on the Executive Board.

Section 6 - Removal of Members of the Executive Board. At any regular or special meeting of the Association, any one (1) or more Members of the Executive Board, excepting those appointed by the Declarant, may be removed with or without cause by a majority of the votes of all Unit Owners and a successor shall be elected immediately by the Unit Owners to fill the vacancy. 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.

Section 7 - Vacancies. Vacancies in the Executive Board caused by any reason except removals in accordance with Article IV Section 6 above, and subject to the terms of Article IV Section 4 above, shall be filled by a majority of the votes of the remaining members of the Executive Board at a special meeting of the Executive Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than an Association quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term being filled until his successor shall be elected.

Section 8 - Meetings of the Executive Board: Notice. The first meeting of the Executive Board following the first meeting, annual or special, of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at their annual meeting and no notice shall be necessary. Thereafter, regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Executive Board, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Executive Board shall be given to each member of the Executive Board by mail or telegram at least three (3) business days prior to the day of the meeting. Special meetings of the Executive Board may be called by the President on three (3) business days notice to each Executive Board member given by mail or by hand delivery. 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 three (3) members 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 shall constitute a waiver of notice of the time and place thereof.

Section 9 - Quorum of the Executive Board. At meetings of the Executive Board, a majority vote of the members thereof shall constitute a valid action of the Executive Board. If, at any meeting of the Executive Board at which there shall be less than a quorum of three (3) members present, the meeting shall be adjourned 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 then transacted without further notice.

Section 10 - Place of Meetings. Except during the period that the Executive Board is composed of members appointed by the Declarant, meetings of the Executive Board shall be held in Shaler Township, Allegheny County, Pennsylvania, at such place as the Executive Board may determine.

Section 11 - Effect of Presence at Meetings. Any member of the Executive Board present at any meeting thereof shall be deemed to have assented to any action taken at such meeting unless such member's dissent is entered on the minutes of the meeting or unless such member files a written dissent with the Secretary at or immediately following the adjournment of the meeting, provided that no member may dissent from any action for which such member voted at the meeting. In the absence of a meeting, unanimous consent in writing by all members of the Executive Board shall be deemed to be official action duly taken.

Section 12 - Election, Duties, etc., of Officers. Officers of the Executive Board shall be elected by the Executive Board and shall have duties in accordance with the following:

(a) At the first meeting of the Executive Board, and at the meeting of the Executive Board following the first Annual Meeting of the Association and at the meeting of the Executive Board following each Annual Meeting of Association thereafter, the Executive Board shall elect a President, a Vice President, a Treasurer, a Secretary and an Assistant Secretary/Treasurer. All officers and members of the Executive Board having the responsibility for handling funds of the Association shall be bonded, at the expense of the Association in such amounts as may be required by the Executive Board. The Executive Board may also designate an assistant vice president and/or another assistant treasurer and/or assistant secretary who need not be Board Members. The offices of President and Secretary shall not be filled concurrently by the same person.

Section 13 - Term. The officers shall serve until the next meeting of the Executive Board following the annual organization Meeting and until their successors are elected.

Section 14 - Removal of Officers. At any regular or special meeting of the Executive Board, any one (1) or more Officers, excepting those appointed by the Declarant, may be removed with or without cause by a majority of the votes of the Executive Board and a successor shall be elected by the Executive Board to fill the vacancy. Any Officer, whose removal is proposed by the Executive Board, shall be given an opportunity to be heard at the meeting.

Section 15 - Vacancies. A vacancy in any office by reason of death, resignation, removal or otherwise, shall be promptly filled by the Executive Board.

Section 16 - President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Association and of the Executive Board and shall have all powers and duties customarily vested in chief executive officers, including the power to appoint special or standing committees, with the consent of the Executive Board. Such committee shall report to that Executive Board.

Section 17 - Vice-President. The Vice-President shall act on behalf of the President if he is absent or unable to serve.

Section 18 - Treasurer. The Treasurer shall be the chief financial officer of the Association, and shall have charge and custody of the funds of the Association. The Treasurer shall keep detailed books and records of all assets, liabilities, receipts and expenditures of the Executive Board and of the Association, including without limitation, expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement expenses of the Common Elements and any other expenses incurred. The Treasurer shall keep an accurate record of Common Expenses assessed by the Executive Board against the Units and of the payment thereof. The Treasurer shall deposit the funds of the Association in the name of the Association in such depositories as the Executive Board may designate; on request of the Executive Board, make a written Report, accounting for all transactions as Treasurer and of the financial condition of the Association, and in general shall have the powers and duties customarily vested in chief financial officers.

Section 19 - Secretary. The Secretary shall be responsible for giving of requisite notices and for keeping the minutes of all meetings of the Association and of the Executive Board. The Secretary shall maintain records containing the calls, notices, waivers of notice and minutes of all meetings of the Association and of the Executive Board, all proxies, and shall maintain the voting list required by these By-Laws and a list of all addresses submitted for notice purposes. The Secretary shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association. The Secretary shall be the custodian of all the books and records of the Association other than those placed in the custody of the Treasurer and, in general, shall have the powers and duties customarily vested in corporate secretaries.



**Section 20 - Assistant Secretary/Treasurer.** The Assistant Secretary/Treasurer shall be responsible for performing any and all acts and duties of either the Secretary or the Treasurer to be provided only at the request of the President, Vice President, Secretary or Treasurer.

**Section 21 - Compensation.** No officers or assistant officer of the Association shall be compensated for acting as such, but may be reimbursed for any out-of-pocket expenses, except that the Secretary and/or Treasurer may be compensated for their services if the Executive Board determines that such compensation is appropriate.

**Section 22 - Execution of Instruments.** No agreement, deed, lease, check or other instrument, including Amendments to the Declaration, shall be binding upon the Association unless entered into on behalf of the Association and executed by the Secretary or Assistant Secretary of the Association pursuant to a resolution of the Executive Board. This subsection shall not apply to Amendments necessitated by the exercise of Special Declarant Rights.

## ARTICLE V - LIABILITY AND INDEMNIFICATION

Section 1 - Liability of Executive Board and Officers. The members of the Executive Board and Officers of the Association, including those selected by the Declarant, shall not be liable to the Unit/Garage Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members of the Executive Board shall have no personal liability with respect to any contract made by them on behalf of the Association except as Unit/Garage Owners; provided, however, and notwithstanding any other provisions hereof, that members of the Executive Board appointed by the Declarant shall be liable, in accordance with Section 3303 of the Act, to the Unit/Garage Owners as fiduciaries thereof. The liability of any Unit/Garage Owner arising out of any contract made by the Executive Board thereunder is as his interest in the Common Elements bears to the interests of all the Unit/Garage Owners in the Common Elements. At the option of the Executive Board, agreements made by the Executive Board on behalf of the Association may provide that the members of the Executive Board are acting only as agent for the Association and that the members of the Executive Board shall have no personal liability thereunder and shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit/Garage Owners in the Common Elements.

Section 2 - Indemnification. The Association and/or the Unit/Garage Owners shall indemnify, protect and hold harmless any member of the Executive Board or officer of the Association, including those selected by the Declarant, and his personal representatives, subject however to Section 3303 of the Act, from and against any and all personal liability, and all expenses including counsel fees incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit/Garage Owners or any other persons or entities, to which such member of the Executive Board or officer shall be made a party. In the event that such liability or expense shall be attributable to his willful misconduct, gross negligence or bad faith, the foregoing shall be inapplicable. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board Member or officer may be entitled as a matter of law, agreement or vote of Unit/Garage Owners or of the Executive Board, or otherwise. The indemnification by the Association shall be paid by the Executive Board and shall constitute a Common Expense.

Section 3 - Purchase of Liability Insurance. The Association may purchase and maintain insurance on any present or former member of the Executive Board or Officer of the Association for any liability asserted against him and incurred by him in any such capacity or arising out of his status whether or not the Association would have the authority to indemnify him for such liability under the provisions of this Section.

**Section 4 - Fidelity Bonds.** The Association shall purchase and maintain fidelity bonds for all Executive Board Members, Officers, and employees of the Association responsible for Association funds. The form and amounts of such fidelity bonds shall be determined by the Executive Board.

## **ARTICLE VI - MANAGEMENT OF THE CONDOMINIUM**

**Section 1 - Management Agent.** Pursuant to Article IV, Section 2(c) of the By-Laws, the Executive Board shall have the power and authority to hire and terminate managing agents. The management agents shall be hired pursuant to the terms and conditions of a written management agreement entered into by the management agent and the Condominium Association.

**Section 2 - Termination/Assignment of Management Activities:** Prior to termination of any agreement affecting the administration of the Condominium, the Association shall provide written notice to the Township of Shaler of the Association's intent to terminate and/or assign the Management Agreement. The Township of Shaler upon receipt of such notice shall not unreasonably withhold approval of such termination or assignment, and shall provide to the Association written consent of said termination or assignment. Upon receipt of the Township of Shaler's written consent, and the consent of seventy-five percent (75%) of the Unit Owners, the Management Agreement may be assigned and/or terminated.

## ARTICLE VII - COMMON EXPENSES - ASSESSMENTS

Section 1 - Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year of the Association may begin at any time and close at the end of the calendar year.

Section 2 - Determination of Common Expenses. With the exception of the annual budget for the first fiscal year of the Association, not less than forty-five (45) days before the beginning of each fiscal year of the Association, the Executive Board shall adopt an annual budget for such fiscal year which shall contain an amount estimated to be necessary to pay all Common Expenses of the Association, including all costs of operation of the Condominium and reasonable amounts for working capital, general operating reserves and reserves for contingencies and replacements. The budgets of the Association shall segregate limited common expenses from general common expenses if and to the extent possible. In preparing this budget, the Executive Board shall consider any surplus funds estimated to be available from the current year and credit such surplus funds to the Unit Owners to reduce their respective future Common Expenses Assessments. Such budget shall constitute the basis for determining each Unit Owner's Assessment for Common Expenses, subject to Section 3303 of the Act.

Section 3 - Revision of the Annual Budget. The Executive Board may make revisions to the annual budget and the Assessments as it determines appropriate.

Section 4 - Delivery of Budgets. With the exception of the annual budget for the first fiscal year of the Association, a copy of each annual budget shall be delivered to each Unit Owner not less than thirty (30) days prior to the beginning of each fiscal year. A copy of all revisions of the annual budget shall be delivered to each Unit Owner within fifteen (15) days after adoption by the Executive Board. All such budgets shall set forth in reasonably detailed form a breakdown of the Common Expenses of the Association and the Assessment for each Unit Owner.

Section 5 - Assessment and Payment of Common Expense. Promptly following such determination of the Common Expenses or revision thereto, the Executive Board shall assess against each Unit Owner his share of the Common Expenses. A Unit Owner's obligation to pay Assessments under this Section shall not abate due to any interruption in the Unit Owner's occupancy of his Unit or access to the Common Elements.

Section 6 - Special Assessments. The Executive Board may levy a Special Assessment for extraordinary expenditures at any time, which shall be assessed against each Unit/Garage Owner in proportion to their Proportionate Interests, and which is payable in a lump sum or as the Executive Board may determine. The Executive Board

shall give each Unit/Garage Owner notice of such Special Assessment giving the amount and reasons therefor, and such Special Assessment shall, unless otherwise specified in the notice, become payable with the next monthly Common Expense Assessment which is due no more than ten (10) days after delivery of such notice of Special Assessment.

Amended  
4/19/95

Section 7 - Personal Liability. All sums duly assessed or fines and charges duly imposed against any Unit/Garage pursuant to the Declaration, (including, but not limited to per day charges pursuant to Article VII Section 3 of the Declaration) these By-Laws or the Rules and Regulations, if any, shall constitute the personal liability of the Owner of the Unit/Garage so assessed or charged.

Amended  
4/19/95

Section 8 - Per Day Charges. Unit/Garage owners shall pay \$1.00 for each day or part of a day that an assessment or any installment thereof due on or after January 1, 1995, remains unpaid.

Amended  
4/19/95

Section 9 - Lien for Assessments and Per Day Charges. The Association shall have a lien on a Unit/Garage for any Assessment levied against the Unit/Garage from the time the Assessment becomes due, together with any per day charges payable pursuant hereto. The Association's lien may be foreclosed in like manner as a mortgage on real estate or a judicial or other sale of the unit in execution of a common element lien. If an Assessment is payable in installments, the full amount of the Assessment becomes effective as a lien from the time the first installment thereof becomes due. In accordance with the provisions of Section 3315 of the Act, such lien shall be prior to all other liens and encumbrances on a Unit/Garage except:

(a) Liens and encumbrances recorded before the recordation of the Declaration.

(b) Mortgages and deeds of trust on the Unit/Garage securing first mortgage holders and recorded before the due date of the Assessment, if the Assessment is not payable in installments, or the due date of the unpaid installment if the Assessment is payable in installments.

(c) Liens for real estate taxes and other governmental assessments or charges against the Unit.

Notwithstanding anything to the contrary contained herein and to the extent permitted by the Act, the lien for any annual assessment is hereby subordinated in time, lien and priority to any first lien mortgage of a Mortgagee.

Amended  
4/19/95

Section 10 - Collection of Delinquent Assessments and Per Day Charges. The Executive Board shall take prompt action to collect Assessments for Common Expenses or any installment thereof, together with per day charges, which remain unpaid for thirty

(30) days after the date on which payment of such Assessment or installment thereof became due. Any such delinquent Assessment together with any per day charges which remain unpaid, may be enforced by suit of the Executive Board acting on behalf of the Association. The delinquent Unit/Garage Owner and others liable for payment of Assessments and per day charges, shall pay and the Executive Board shall be entitled to collect (from the sale of the Unit/Garage, or otherwise) the amount of the Assessment and per day charges as well as (a) all expenses of the Executive Board, including reasonable attorney's fees, incurred in the collection of the delinquent Assessment and per day charges by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its charges against the Unit/Garage, which expenses and amounts, together with per day charges, shall be deemed to constitute part of the delinquent Assessment and shall be collectible as such. Collection action by the Executive Board shall not stop accumulation of the per day charge. The Executive Board may waive all or part of the per day charge, for good reason depending on the particular circumstances connected with a Unit, in its sound discretion.

Section 11 - Statements of Unpaid Assessments. The Executive Board shall furnish to a Unit Owner upon written request a recordable statement setting forth the items specified in Section 3407 of the Act, including the amount of unpaid Assessments currently levied against his Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 12 - Date of Commencement of Monthly Assessments; Due Dates. The monthly assessments provided for herein shall commence as to the Units/Garages on the first day following the conveyance of the first Unit by Declarant. The first monthly assessments shall be adjusted according to the number of months remaining in the fiscal year. Written notice of the annual assessments shall be sent to every Unit/Garage Owner subject thereto. The due dates shall be established by the Executive Board, and, unless the Executive Board otherwise provides, 1/12 of the annual Assessment shall be due on the first day of each month.

## ARTICLE VIII - USE AND MAINTENANCE OF THE PROPERTY

Amended  
12/13/93

Section 1 - Use of the Property. The use of the Units/Garages and of the Common Elements shall be only in accordance with the provisions of (i) the Act, the Declaration, the Plats and Plans, these By-Laws and the Rules and Regulations, if any; (ii) all other applicable provisions of law, and of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) any covenants, conditions and restrictions in the deed of any Unit; and (iv) the Declaration of Covenants, Conditions and Restrictions of the Rules and Regulations. No person shall create a nuisance on the Property or engage in any use or practice which unreasonably interferes with the peaceful possession or proper use of any of the Units/Garages or of the common Elements. No Unit/Garage Owner shall without prior written consent of the Executive Board (i) make any installation which extends beyond the physical limits of his Unit/Garage into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Units/Garages; or (iii) except as permitted by the Declaration, place any sign, notice, advertisement or the like on any part of the Condominium which is visible from outside of such Unit/Garage. No Unit/Garage Owner shall do any work or any other act which would jeopardize the soundness or safety of the Condominiums or any part thereof, or impair any easement or hereditament without the unanimous consent of the Unit/Garage Owners affected thereby. Nothing in this section shall be construed to prohibit improvements and additions to individual Limited Common Elements made pursuant to Article II, Section 5 of the Declaration and these Bylaws.

Amended  
9/19/01

Section 2 - Responsibility for Maintenance of Units. "Except for minor maintenance performed pursuant to the Fifteen-Minute Rule (Section 14 ARTICLE VIII herein), each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of all property and fixtures within his Unit; provided, however, such maintenance, repairs and replacements as may be required for the functioning of the Common Element's air conditioning and heating system and the plumbing (but not the fixtures) within the Unit and for the provision of utility service to the Unit, shall be furnished as part of the common Expenses, maintenance, repairs and replacements of flooring, trim, refrigerators, ranges, and other kitchen appliances and lighting fixtures and facilities and bath fixtures and other appliances, shall be at the expense of such Unit Owner. Each Unit/Garage Owner shall also be responsible for the maintenance and repair of all windows of his Unit/Garage, all doors, including the doors leading onto the patio or balcony or garage door adjacent to or servicing his Unit/Garage; provided, however, such windows and doors, shall be replaced in a manner consistent with the uniform appearance of the exterior of the Building.

Each Garage Owner shall be obligated to maintain and repair his Garage and the Garage Building in which his Garage is located and to make replacements when appropriate. This obligation shall include the interior, exterior, structural components



and all other components of the Garage and Garage Building. Maintenance, repair and replacements of Garages and the Garage Building shall be consistent with the maintenance, repair and replacement of the other buildings in the Condominium.

Amended  
12/13/93

Section 3 - Maintenance and Modification of Common Elements and Limited Common Elements. Maintenance, repairs and replacements of the Common Elements and Limited Common Elements shall be furnished by the Association as part of the Common Expenses. (The expense of maintaining the private roadway, sidewalks and private utilities by the Association will be included in the Common Expenses.) As provided in Article II, Section 5 of the Declaration, improvements or additions to individual portions of the Limited Common Elements (balcony, patio, driveway and walkway), wanted by a Unit Owner to benefit his individual Unit, may be approved by a resolution duly adopted at any duly convened regular or special meeting of the Association by the affirmative vote of the unit owners to which at least 67% of the votes in the Association are allocated, in person or by proxy, including any Units owned by the Declarant, provided that 1) all Unit Owners, 2) the Township of Shaler and 3) any mortgagee holding a mortgage affecting the Limited Common Elements, have been given at least twenty (20) days prior notice of the proposed improvement or addition. No such improvement or addition shall be made without the prior written consent of the Township of Shaler and the holder of any such mortgage. Completion of such individual improvements or additions shall be the obligation of the Association. All costs arising in connection with such individual improvements and additions to the Limited Common Elements shall be borne by the Unit Owner who sought the improvement or addition. Any such costs, if not timely paid to the Association, shall be assessed and enforced as a charge against that Unit Owner/Unit consistent with Article VII of the Declaration.

Detailed plans for such improvements and additions shall be proposed by the individual Unit Owner, reviewed by professionals as deemed appropriate by the Executive Board and approved by the Executive Board before any construction begins. All such improvements and additions shall be constructed in a prompt, good, workmanlike manner and be consistent in size and appearance with other similar Limited Common Elements and the Condominium as a whole. Contractors shall be hired by the Executive Board on behalf of the Association under such terms and conditions as may be determined by the Executive Board after recommendation by the individual Unit Owner and professionals. The costs to be borne by the Unit Owner/Unit shall include, but not necessarily be limited to construction costs, insurance costs, architect's fees, legal fees and Allegheny County recording/filing fees. Disagreements, if any, arising in connection with the plans or construction of additions and improvements shall be resolved by the Executive Board. Written amendments to the recorded Declaration, its Exhibits and these Bylaws, shall be made and recorded in the Allegheny County Recorder of Deeds Offices as deemed necessary by the Executive Board.

Section 4 - Damage by Negligent Acts. If due to the negligent act or omission of a Unit/Garage Owner, Resident, or a member of the family or household pet or of a guest or invitee or other authorized occupant or visitor of such Unit/Garage Owner or Resident, damage shall be caused to the Common Elements or to a Unit/Garage or Units/Garages owned by others, for which maintenance, repairs and replacements shall be required which would otherwise be a Common Expense, then such Unit/Garage Owner shall pay for the damage, repair and replacement, as may be determined by the Executive Board.

Section 5 - Maintenance of Equipment, Fixtures, etc. To the extent that equipment, facilities and fixtures within the Unit/Garage or Units/Garages shall be connected to similar equipment, facilities or fixtures affecting or servicing other Units/Garages or the Common Elements, then the use thereof by the individual Unit/Garage Owners shall be subject to the control of the Association. In accordance with Section 3307 of the Act, the authorized representatives of the Executive Board, shall be entitled to reasonable access to the individual Units/Garages as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units/Garages or the Common Elements.

Section 6 - Decorating and Maintenance of Units. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit, including painting, wallpapering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating after the original paint and floor covering. 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 his Units. Each Unit Owner shall maintain the interior surfaces in good condition at his sole expense. Each Unit Owner shall have the right to decorate such interior surfaces as he may see fit and at his sole expense except that no Unit Owner shall be permitted to have any carpeted area replaced with hard-surfaced flooring (e.g., tile, slate, wood, etc.) except in an area not larger than twenty-four (24) square feet at the entrance of the Unit. The surfaces 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. Decorating of the Common Elements and any re-decorating of Units to the extent made necessary by any damage due to work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. However, notwithstanding the above provisions, in order to provide uniformity of exterior appearance, (1) the reverse side of all indoor drapes, curtains, blinds and (2) floor covering of patios and balconies, must be uniform in color among all Units and approved by the Executive Board of the Condominium Association. Each Garage Owner shall be entitled to the exclusive use of the exterior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of his Garage.

Section 7 – Condition of Property - No Unit Owner shall permit trash, debris, tools, parts or other material to be stored or accumulated in such a way as to detract from the appearance of the Condominium, No Unit/Garage Owner shall (a) permit any motor vehicle, trailer, or other conveyance to be parked on any portion of the Condominium if such vehicle, trailer or conveyance is not fully operable and licensed and inspected for current legal operation, or (b) use any portion of the Condominium for the repair of any motor vehicle, trailer or other conveyance, except immediate emergency repairs. No commercial trucks or commercial vans shall be parked on the Condominium. Compliance with the requirements of any governmental or quasi-governmental body or agency for maintenance, modification, repairs of, or additions to the Condominium shall be the responsibility of the party who has the obligations under this Section to maintain and repair the portions of the Condominium affected thereby.

Upon failure of any person to comply with the foregoing provisions, the Executive Board may, after notice to the Unit/Garage Owner, take such actions as may be necessary to effect compliance with the foregoing and assess the costs thereof to such Unit/Garage Owner.

Section 8 – Increase in Insurance Cost - No Unit/Garage Owner shall use his Unit/Garage or the Common Elements in a manner so as to cause an increase in the cost of insurance maintained by the Executive Board on the Condominium. Any Unit/Garage Owner responsible for such an increase shall be liable to the Executive Board for any such increase resulting from the use of his Unit/Garage or of the Common Elements.

Section 9 – Right of Access to Unit; Cost - The Association shall have a right of access to each Unit/Garage to (i) inspect the Unit/Garage; (ii) remove, correct or abate violations under the Act, the Declaration, the By-Laws, any Rules and Regulations promulgated by the Association, or of law, or of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) make such repairs to the Unit/Garage as are reasonably necessary for public safety or to prevent damage to other Units/Garages or to the Common Elements; and (iv) maintain, repair or replace the Common Elements contained therein. The costs of removing, correcting or abating any such violations under this subsection and of making any such repairs to Units/Garages shall be charged to the Unit/Garage Owner. Request for access shall be made in advance, except in cases of emergency when such right of access shall be immediate, whether or not the Unit/Garage Owner is present. If damage is inflicted on the Common Elements or any Unit/Garage through which access is taken, the Unit/Garage Owner is responsible for the damage if the action is taken to cure a violation, otherwise the cost of repair of such damage shall be a Common Expense.

Section 10 – Improvements and Additions to the Common Elements; Costs - If fifty-percent (50%) or more but less than seventy-five (75%) of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvement

Amended  
12/21/23

shall be borne solely by the Unit Owners so agreeing. Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Court of Common Pleas, on such notice to the Executive Board as the Court shall direct, for an order directing the purchase of his Unit by the Executive Board at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense. This Section shall not apply to improvements or additions to individual Limited Common Elements made pursuant to Article II, Section 5 of the Declaration and these Bylaws.

Section 11 - Additions, Alterations of Improvements to Units/Garages. No additions, alterations, or improvements may be made to any Unit/Garage which might affect the structural integrity of the Building. No structural additions, alterations or improvements may be made to any Unit/Garage without the prior written approval of the Executive Board, which shall not be withheld unreasonably. If the change as approved will result in rendering inaccurate the description of that Unit/Garage as reflected on the Plats and Plans, such change shall not be undertaken until the Plats and Plans have been amended at the expense of the Unit/Garage Owner. Request for Executive Board approval shall be accompanied by detailed plans and specifications showing the proposed additions, alterations or improvements and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests for approval within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is forthcoming within that period. Application to any governmental authority for necessary permits shall be made only by the Executive Board as agent for and at the expense of the Unit/Garage Owner, while incurring no liability to such authority or to any contractor, subcontractor or materialman or to any person having any claim for injury to person or damage to property from such work. This subsection shall not apply to any additions, alterations or improvements necessitated by the exercise of Special Declarant Rights.

Section 12 - Leases of Units/Garages. A Unit may be leased subject to the provisions of the Declaration, however, in no event may a unit be leased to an individual aged less than fifty-five (55) years or permanently occupied by a dependent of a Resident aged less than nineteen (19) years. A garage may be leased only to another current Unit Owner.

Section 13 - Mechanics' Liens Against Units/Garages. Any mechanics' lien arising as a result of repairs to or improvements of a Unit/Garage by a Unit/Garage Owner shall be a lien only against such Unit/Garage. Any such mechanics' lien arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a resolution of the Executive Board, shall be a Common Expense and until so paid shall be liens against each Unit in a portion equal to the Proportionate Interest thereof.

Amended  
9/19/01

**Section 14 - Maintenance Person/Fifteen-Minute Rule.** A maintenance person may be hired at the discretion of the Executive Committee at the expense of the Association. The maintenance person shall perform such work as the Executive Board shall direct including, but not limited to, corrections of leaks around doors or windows, accompanying the person conducting the fire extinguisher inspections on rounds to the units and other duties as may be assigned by the Executive Committee or Site Manager from time to time. The maintenance person may, during his scheduled work hours, in addition to his other duties, perform minor maintenance at the request of a Unit Owner or Resident of a Unit. "Minor maintenance" shall include the following eleven tasks and such other tasks as the Executive Committee may from time to time determine to be appropriate:

1. Reset electrical breakers.
2. Change light bulbs.
3. Analyze a problem and offer outside vendor names.
4. Adjust bi-fold doors.
5. Assist with window inserts.
6. Assist with water valve (open or close).
7. Assist with checking Emergency Call System (Vector).
8. Assist with cleaning of or changing furnace filters.

The maintenance person is not to spend more than fifteen minutes on a task. The maintenance person may refuse to perform a task. The maintenance person shall not respond to non-emergency requests while performing other duties required by the Executive Committee. Minor maintenance work shall not include the following five tasks and such other tasks as may from time to time be determined by the Executive Committee:

1. Any non-emergency task that takes longer than fifteen minutes to complete.
2. Moving furniture.
3. Cleaning anything inside a Unit (including but not limited to cleaning light fixtures).
4. Repairing any appliance (minor or major).
5. Running errands.

The Executive Committee shall have the authority to revise the above lists of approved and not approved minor maintenance as it deems appropriate from time to time. Any problem or dispute with regard to minor maintenance work, any problem with regard to scheduling or any problem with regard to over-use of the maintenance person shall be resolved by the Executive Committee, in its discretion after such investigation as it deems necessary. Except in an emergency, no work is to be done without a properly completed service request, with service request forms being available at central places as determined by the Executive Committee

**By-Laws**

**REVISION PENDING OF**

**SECTION IX**

## ARTICLE IX - INSURANCE

Section 1 - Property Insurance. Property insurance shall be maintained on the Common Elements and Units/Garages exclusive of improvements and betterments installed in Units/Garages by Unit/Garage Owners, insuring against fire and extended coverage against all risk of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be ninety-five percent (95%) of the actual cash value of the Condominium exclusive of land, excavations, foundations and other items normally excluded from property policies.

Section 2 - Comprehensive General Liability Insurance. Comprehensive general liability insurance shall be maintained in the amount of One Million Dollars (\$1,000,000.00) and shall include provision for medical payments in the amount of Ten Thousand Dollars (\$10,000.00) per person and One Hundred Thousand Dollars (\$100,000.00) per accident. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damages arising out of or in connection with the use, ownership or maintenance of the Common Elements.

Section 3 - Policy Requirements. Insurance policies carried pursuant to subsections (1) and (2) must provide that:

(a) each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;

(b) the insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;

(c) no act or omission of any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(d) if, at the time of a loss under the policy, there is other insurance in the name of a Unit/Garage Owner covering the same property covered by the policy, the Association policy will be primary insurance not contributing with Unit/Garage Owner insurance;

(e) the insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust.

Section 4 - Unit Owner's Insurance Coverage. An insurance policy issued to the Association shall not prevent a Unit Owner from obtaining insurance for his own benefit.

Section 5 - Workmen's Compensation and Fidelity Insurance Coverage. The Executive Board shall carry workmen's compensation and fidelity insurance covering such officers, directors, employees and agents of the Executive Board and of the Association and in such amounts as the Executive Board shall deem appropriate.

Section 6 - Miscellaneous Insurance Coverage. The Executive Board shall maintain any other insurance coverage it deems necessary and appropriate to protect the Association and the Unit Owners including but not limited to Officers Liability Insurance concerning the Association's Executive Board and/or Officers.



## ARTICLE X - BOOKS, RECORDS AND REPORTS

Section 1 - Maintenance of Books and Records. The Executive Board shall maintain or cause the proper Officers to maintain current books and records which reflect fully the operations, proceedings and financial condition of the Association and the operation and condition of the Property. Such books and records shall include, without limitation, Declaration, By-Laws, Rules and Regulations, if any, and any amendments thereto, the books and records to be maintained by the Treasurer and the Secretary and the voting list to be maintained by the Secretary. Further, such books and records shall be sufficient for the Association to provide the resale certificate as required by Section 3407 of the Act.

Section 2 - Access to Books and Records. Such books and records shall be kept at the Property, or at such other location as the Executive Board may from time to time determine, and shall be available for examination during regular business hours by the Unit Owners.

Section 3 - Notices. All notices or communications hereunder shall be in writing and shall be sent by first class mail, postage prepaid or delivered personally, addressed as follows (i) to the Executive Board, at such address as the Executive Board may from time to time designate by written notice to all Unit Owners; (ii) to the Association of Unit Owners, in care of the Executive Board at the same address; and (iii) to the Unit Owners, at their respective Units or at such other addresses as they may from time to time designate by written notice to the Executive Board. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

Section 4 - Effective Date. These By-Laws shall become effective when the Declaration and the Plats and Plans have been duly recorded.

Section 5 - Headings. The headings herein are for reference only and shall not affect the meaning or interpretation of these By-Laws.

Section 6 - Invalidity. If any provisions of these By-Laws is determined to be invalid, the determination shall not affect the validity or effect of the remaining provisions hereof.

Section 7 - Conflicts. The Act and the Declaration shall control in case of any conflict between the provision hereof and either of them.

Section 8 - 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.

Section 9 - Noncompliance and Waiver. Failure to comply with the Declaration, these By-Laws, the Rules and Regulations, if any, or the covenants, conditions and restrictions set forth in the Declaration and the Act, as any of the same may be amended, shall be grounds for an action for the recovery of damages (including the costs incurred by the Executive Board in taking any action necessary to correct and remedy such failure and attorneys' fees) or for injunctive relief, or both, maintainable by the Executive Board on behalf of the Association or, in a proper case, by an aggrieved Unit/Garage Owner or by a mortgagee. The Executive Board shall have the right to do any work and to take any steps necessary to correct or prevent any failure to comply, including the right to enter a Unit/Garage at all reasonable times to do so; the expenses thereof, and of any action undertaken by the Executive Board as aforesaid together in each case with interest at the maximum rate permitted by law shall be assessed by the Executive Board against the Unit/Garage Owner and shall be collectible and enforceable in accordance with the provisions hereof and of the Act. No restriction, condition, obligation or provision contained in these By-Laws, the Declaration, the Rules and Regulations, if any, or in the deed conveying any Unit/Garage shall be deemed to have been abrogated or waived by reason of any failure, single or multiple, to enforce the same.

Section 10 - Avoidance of Liens and Notices of Liens and Suits. Each Unit/Garage Owner shall pay all charges, claims, taxes or assessments against his Unit/Garage for which a lien could be filed before they shall become delinquent and prior to the time when any lien could attach, and shall, within five (5) days of receipt of notice or of actual knowledge of the attaching of any lien (except a mortgage covering a Unit/Garage) or the filing of any suit or other proceeding against the Unit/Garage, give the Executive Board written notice thereof. The Executive Board may, but shall not be obligated to, advance any sums necessary to prevent the attaching of any lien against any Unit/Garage, (except a mortgage covering a Unit/Garage) and any amounts so advanced shall bear interest at the maximum rate permitted by law and shall be promptly assessed by the Executive Board against the Unit/Garage Owner and shall be collectible and enforceable in accordance with the provisions of the Act.

Section 11 - Common Expenses Payable by the Declarant. Until the closing of title conveying the first individual Condominium Unit, the Declarant shall be solely responsible for payment of all expenses which are in the nature of Common Expenses. Following and commencing with the first conveyance of an individual Condominium Unit to a Unit Owner, the Unit Owners to whom titles shall have been conveyed shall be responsible for their proportionate shares of Common Expenses based on their Proportionate Interests in the Common Elements, their interest in a Garage (if applicable), and as set forth in the Declaration. The Declarant shall pay twenty-five percent (25%) of the Common Expenses assessed to Units which have received a "Certificate of Occupancy" and have not been conveyed to a Purchaser.

## ARTICLE X - SEVERABILITY

Section 1. In the event that any provision of the Condominium Documents is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or affect of the remainder of the Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision had never been included herein. In the event of any conflict between the Condominium Documents and the Act, the Act shall control, excepting in those instances where the Act by its terms, authorizes the variation of its provisions, and in such case the Condominium Documents shall control.

## ARTICLE XI - AMENDMENTS

Section 1 - Amendment. These By-Laws may be amended from time to time by a resolution duly adopted at any duly convened regular or special meeting of the Association by the affirmative vote of at least sixty-seven (67%) of Unit Owners present including any Units owned by Declarant, provided all Unit Owners and the Township of Shaler have been given at least twenty (20) days prior notice of the proposed amendments and the Township of Shaler have approved the proposed amendments. Declarant shall have first consented in writing to any amendment which would affect any right given to Declarant by the Declaration or by these By-Laws.

Section 2 - Notice to Mortgagees and Unit Owners. No amendments of these By-Laws shall be adopted without twenty (20) days prior written notice to any Mortgagee holding mortgages which comprise the first liens on five (5) or more Units, whose written approval shall be required for any amendment, such approval not to be withheld unreasonably. The failure of a Mortgagee to file objections to a proposed amendment within twenty (20) days of receiving notice shall be deemed an approval by the Mortgagee.

(d) if, at the time of a loss under the policy, there is other insurance in the name of a Unit/Garage Owner covering the same property covered by the policy, the Association policy will be primary insurance not contributing with Unit/Garage Owner insurance;

(e) the insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust.

Section 4 - Unit Owner's Insurance Coverage. An insurance policy issued to the Association shall not prevent a Unit Owner from obtaining insurance for his own benefit.

Section 5 - Workmen's Compensation and Fidelity Insurance Coverage. The Executive Board shall carry workmen's compensation and fidelity insurance covering such officers, directors, employees and agents of the Executive Board and of the Association and in such amounts as the Executive Board shall deem appropriate.

Section 6 - Miscellaneous Insurance Coverage. The Executive Board shall maintain any other insurance coverage it deems necessary and appropriate to protect the Association and the Unit Owners including but not limited to Officers Liability Insurance concerning the Association's Executive Board and/or Officers.

#### ARTICLE X - BOOKS, RECORDS AND REPORTS

Section 1 - Maintenance of Books and Records. The Executive Board shall maintain or cause the proper Officers to maintain current books and records which reflect fully the operations, proceedings and financial condition of the Association and the operation and condition of the Property. Such books and records shall include, without limitation, Declaration, By-Laws, Rules and Regulations, if any, and any amendments thereto, the books and records to be maintained by the Treasurer and the Secretary and the voting list to be maintained by the Secretary. Further, such books and records shall be sufficient for the Association to provide the resale certificate as required by Section 3407 of the Act.

Section 2 - Access to Books and Records. Such books and records shall be kept at the Property, or at such other location as the Executive Board may from time to time determine, and shall be available for examination during regular business hours by the Unit Owners.

Section 3 - Notices. All notices or communications hereunder shall be in writing and shall be sent by first class mail, postage prepaid or delivered personally, addressed as follows (i) to the Executive Board, at such address as the Executive Board may from time to time designate by written notice to all Unit Owners; (ii) to the Association of Unit Owners, in care of the Executive Board at the same address; and (iii) to the Unit Owners, at their respective Units or at such other addresses as they may from time to time designate by written notice to the Executive Board. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

Section 4 - Effective Date. These By-Laws shall become effective when the Declaration and the Plats and Plans have been duly recorded.

Section 5 - Headings. The headings herein are for reference only and shall not affect the meaning or interpretation of these By-Laws.

Section 6 - Invalidity. If any provisions of these By-Laws is determined to be invalid, the determination shall not affect the validity or effect of the remaining provisions hereof.

Section 7 - Conflicts. The Act and the Declaration shall control in case of any conflict between the provision hereof and either of them.

Section 8 - 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.

Section 9 - Noncompliance and Waiver. Failure to comply with the Declaration, these By-Laws, the Rules and Regulations, if any, or the covenants, conditions and restrictions set forth in the Declaration and the Act, as any of the same may be amended, shall be grounds for an action for the recovery of damages (including the costs incurred by the Executive Board in taking any action necessary to correct and remedy such failure and attorneys' fees) or for injunctive relief, or both, maintainable by the Executive Board on behalf of the Association or, in a proper case, by an aggrieved Unit/Garage Owner or by a mortgagee. The Executive Board shall have the right to do any work and to take any steps necessary to correct or prevent any failure to comply, including the right to enter a Unit/Garage at all reasonable times to do so; the expenses thereof, and of any action undertaken by the Executive Board as aforesaid together in each case with interest at the maximum rate permitted by law shall be assessed by the Executive Board against the Unit/Garage Owner and shall be collectible and enforceable in accordance with the provisions hereof and of the Act. No restriction, condition, obligation or provision contained in these By-Laws, the Declaration, the Rules and Regulations, if any, or in the deed conveying any Unit/Garage shall be deemed to have been abrogated or waived by reason of any failure, single or multiple, to enforce the same.

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Condominium Unit to a Unit Owner, the Unit Owners to whom titles shall have been conveyed shall be responsible for their proportionate shares of Common Expenses assessed on their Proportionate Interests in the Common Elements, their interest in Garage (if applicable), and as set forth in the Declaration. The Declarant shall pay twenty-five percent (25%) of the Common Expenses assessed to Units which have received a "Certificate of Occupancy" and have not been conveyed to a Purchaser.

#### ARTICLE XI - AMENDMENTS


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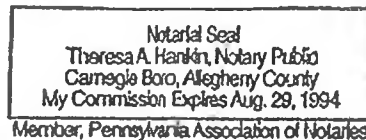
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

On this the 1st of June, 1993, before me, the undersigned, personally appeared James W. McCarthy and Jo Anne Baldi, who acknowledged themselves to be the President and Secretary, respectively, of DCAEC Development Corporation, a Pennsylvania Business Corporation, and that they as such President and Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of DCAEC Development Corporation for and on behalf of such Corporation and for and on behalf of the DEHAVEN COURT AT ELFINWILD CONDOMINIUMS.

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

  
Notary Public

(SEAL)



My Commission Expires: August 29, 1994



AMENDMENT TO DECLARATION OF CONDOMINIUMS FOR DEHAVEN COURT AT  
ELFINWILD CONDOMINIUM MADE THIS 29 DAY OF July, 1999:

WHEREAS, on April 28, 1999, the DeHaven Court at Elfinwild Condominium Association resolved that an amendment (regarding installation of radon removal systems) be made to the Bylaws portion of the Amended Declaration (Number 2) of the DeHaven Court at Elfinwild Condominiums dated June 1, 1993, of record in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 9014, Page 11 (which Declaration later amended by amendments of record in Deed Book Volume 9250, Page 430, Deed Book Volume 9473, Page 187 and Deed Book Volume 9780, Page 629); and

WHEREAS, the Board of Commissioners of Shaler Township approved the said resolution regarding installation of radon removal systems; and,

WHEREAS, the Amendment was directed to be recorded, with a clerical deletion of a sentence fragment, by resolution of the Executive Board on the 29 day of July, 1999;

NOW, THEREFORE, the Bylaws portion of said Amended Declaration (Number 2), as previously amended, is hereby amended to include the following as Section 14 of ARTICLE VIII:

Section 14 Radon Removal Systems. If radon is found to exist in a Unit at levels unacceptable to its Unit Owner, that Unit Owner may have a radon removal system installed to benefit that particular unit under the following conditions:

- A. The radon removal system shall be one which, in the opinion of the Executive Board, does not create an unsightly appearance in any common area or on the exterior of the building.
- B. The Unit Owner shall timely pay all costs connected with installation of the radon removal system and correction/repair of any damage to common elements or other units resulting from installation of the system. The Condominium Association shall bear none of the costs.

- C. Before any work is done, the Unit Owner shall submit a written proposal to the Executive Board to include plans showing, among other things, where the components of the system will be placed and the materials to be used. The proposal shall also include a bid from a reputable contractor, a timetable for completion of the work, a statement indicating an intention to obtain a building permit (or if none is required by the Township, a statement to that effect), the full name and address of the contractor and the names and addresses of any sub-contractors. The Executive Board or a designated member or members of the Board shall have authority to disallow a proposal or require modification to it. Action on the proposal shall be taken as soon as reasonably possible after submission of a complete proposal to the President of the Executive Board.
- D. After review of the proposal, the Executive Board or a designated member or members of the Board may, in their discretion, require the filing of a no-lien agreement before any work is done, proof of adequate insurance, a bond, and/or other security with a view toward protecting the Association from claims in connection with installation of the system.
- E. If a proposal has been approved by the Executive Board or its designated member or members, before any work is done, the Unit Owner shall sign and deliver a statement indemnifying the Association, the Executive Board and the officers from any and all costs or claims which could arise in connection with installation of the radon removal system, which statement shall provide substantially as follows:

I/We, \_\_\_\_\_  
(names of all unit owners), in consideration of receiving permission to install a radon removal system for my/our unit number \_\_\_\_\_, and intending to be legally bound, hereby agree to indemnify and hold the DeHaven Court

Condominium Association, its Executive Board and their officers, harmless from any and all costs, expenses and claims which may arise in connection with installation of a radon removal system for my/our unit. This shall include but not be limited to my/our prompt payment of any mechanics lien, other claims for materials or labor, payment of any personal injury claim, and payment of any legitimate claim for damages from another Unit Owner in the building in which my/our unit is located.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unit Owner

- F. Repairs or replacement of radon removal systems, whether the system was installed before or after the effective date of this Amendment, shall require the advance approval of the Executive Board, consistent with the terms of this Section 14 if the repair or replacement involves any intrusion into the common elements. The cost of all such repairs and replacement, and the cost of all maintenance of all components of a radon removal system, whether the component is located in a Unit or in the Common Elements, shall be timely paid by the Unit Owner of the Unit for which the system was installed.
- G. The Executive Board or its designated member or members shall have authority to modify these requirements, from time to time, and as required by the circumstances surrounding the installation of a particular system.
- H. Prior approvals by the Executive Board of two previously installed radon removal systems and future approval by the Executive Board of a proposal for installation of a radon removal system, followed by timely installation of the radon removal system consistent with that proposal, shall each be considered to be a duly authorized grant by the Association of an easement through the common elements for the benefit of the Unit Owner. Each easement shall be

considered to have been granted with the approval of the Association as if approved pursuant to the applicable provisions of the Uniform Condominium Act, 68 Pa. CSA 3101 et. seq. Each easement shall be limited to the purposes necessary for the installation and operation of the radon removal system. Each easement shall survive sale or other transfer of the Unit so benefitted and the sale or other transfer of other units in the building.

The undersigned Secretary of DeHaven Court at Elfinwild Condominium Association and of its Executive Board hereby certifies that the foregoing Amendment was adopted by the Condominium Association and its Executive Board as set forth in the preamble hereof and further certifies that, (with the exception of a clerical deletion of an unnecessary sentence fragment) the foregoing Amendment is a verbatim copy of a resolution passed by the DeHaven Court at Elfinwild Condominium Association and that the Executive Board has directed that the Bylaws portion of the Declaration be so amended and this Amendment recorded.

DeHaven Court at Elfinwild Condominium  
Association and its Executive Board

By: \_\_\_\_\_

*Robert C. Amato*

Secretary

STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 29 day of July, 1999, before me, a Notary Public, the undersigned officer, personally appeared Robert C. Amaro, who acknowledged him self to be the Secretary of the DeHaven Court at Elfinwild Condominium Association and of its Executive Board and that he, as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of DeHaven Court at Elfinwild Condominium Association for and on behalf of the Association and its Executive Board.

In Witness Whereof, I hereunto set my hand and official seal.

Beverly C. McMichael  
Notary Public

My commission expires:

NOTARIAL SEAL  
BEVERLY C. McMICHAEAL, Notary Public  
Washington, Washington County  
My Commission Expires May 28, 2002

**SPEAKMAN, RIETHMULLER & ALLISON**

**ATTORNEYS AT LAW**

**30 EAST BEAU STREET, SUITE 430**

**WASHINGTON TRUST BUILDING**

**WASHINGTON, PENNSYLVANIA 15301-4778**

**TELEPHONE (724) 228-4465 FAX (724) 228-4777**

WILLIAM E. SPEAKMAN, JR.  
MARK E. RIETHMULLER  
WILLIAM T. ALLISON, JR.  
BRIAN V. GORMAN

LOCAL OFFICES  
HOUSTON, PENNSYLVANIA  
BY APPOINTMENT

[msr@sra-lawfirm.com](mailto:msr@sra-lawfirm.com)

**FAX No.** 412-782-2712  
**To:** Linda Fulmer  
**From:** Mark Riethmuller  
**Re:** DeHaven Court

Per our conversation, following is a copy of the Amendment regarding Sections 4, 7, 8 and 9 of ARTICLE IX of the By-laws regarding insurance pursuant to the resolution of May 26, 2010.

*non*

**Number of pages (including cover sheet): 7**

**Sent by:** gf

**Date and time:** 9-14-11

This facsimile contains confidential information intended only for the persons or entity named above. Any use or dissemination of this communication, other than by the intended recipient, is prohibited. If you have received this communication in error, please notify the sender above named at 724-228-4465. Thank you.

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
DEHAVEN COURT AT ELFINWILD CONDOMINIUMS**

**Dated: May 26, 2010**

**MAIL TO:**

**Mark S. Riethmuller, Esquire  
Speakman, Riethmuller & Allison  
30 East Beau Street, Suite 430  
Washington, PA 15301  
(724) 228-4465**

DRE Certified  
Certification: 508  
Certified: 03-Jun-2010 01:54P  
Int By: Joe Falce

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A

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR THE DEHAVEN COURT AT ELFINWILD CONDOMINIUMS**

MADE this 26th day of May, 2010,

WHEREAS, on May 26, 2010, the DeHaven Court at Elfinwild Condominium Association resolved that amendments, as set forth below, be made to the Amended and Restated By-Laws which are part of the Amended Declaration (Number 2) of the DeHaven Court at Elfinwild Condominiums, dated June 1, 1993, which Amended Declaration (Number 2) is of record in the Department of Real Estate of Allegheny County, Pennsylvania, in Deed Book Volume 9014, Page 11 (which Declaration was amended by Amendments of record in Deed Book Volume 9250, Page 430; Deed Book Volume 9473, Page 187; Deed Book Volume 9780, Page 629; Deed Book Volume 10602, Page 128; Deed Book Volume 11206, Page 132; and Deed Book Volume 12750, Page 488); and

WHEREAS, on May 26, 2010, the Executive Board of DeHaven Court at Elfinwild Condominium Association resolved that the amendment be recorded; and

WHEREAS, the amendments were approved by the Shaler Township Board of Commissioners on April 13, 2010;

WHEREFORE, the said Amended and Restated By-Laws are hereby amended as follows:

RESOLVED, that **ARTICLE IX, Section 4**, of the Amended and Restated By-Laws is restated as follows:

**Section 4 - Unit/Garage Owner's Insurance Coverage.** An insurance policy issued to the Association shall not prevent a Unit/Garage Owner from obtaining insurance for his own benefit. Each Unit/Garage Owner is strongly encouraged to obtain insurance for his own benefit which would cover, among other things, 1) losses not



policy, (such as in the case of an emergency) he shall promptly notify the Management Agent or if necessary, the

President of the Executive Board, and provide all pertinent information with respect to that communication and the events or loss which prompted that communication.

RESOLVED, that ARTICLE IX of the Amended and Restated By-Laws is amended to include a new Section 9 as follows:

"Section 9 - Other Powers Not Negated. Nothing in this Article IX shall be construed to negate the provisions of Article VIII, Sections 1, 2, 4, 5, 6, 7, 8 or 9 of these Amended and Restated By-Laws (pertaining to use, maintenance, damage by negligent acts, increase in insurance cost and other matters) or any other provisions of these Amended and Restated By-Laws or any provisions of the Amended Declaration (Number 2) of the DeHaven Court at Elfinwild Condominiums, dated June 1, 1993, as amended.)

Nor shall anything herein be construed as a limitation upon, or to take the place of, the powers of assessment set forth in the Act of 1980, July 2, P.L. 286, No. 82, section 1, Amended 1992, Dec. 18, P.L. 1279 No. 168, section 5, (68 Pa.C.S.A. section 3314) as hereafter amended, (including but not limited to power set forth in Section 3314(c)(4): assessment of an expense caused by the negligence or misconduct of a unit owner exclusively against his unit.) Nor shall anything herein be construed as a limitation upon, or to take the place of, any other power granted by law.)

The undersigned Secretary of DeHaven Court at Elfinwild Condominium Association and of its Executive Board, hereby certifies that the foregoing amendment was adopted by the Condominium







Allegany County  
Valerie McDonald Roberts  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2010-15081 BK-DE VL-14289 PG-59

Recorded On: June 11, 2010 As-Deed Agreement

Parties: DEHAVEN COURT AT ELFINWILD CONDO ASN

To DEHAVEN COURT AT ELFINWILD CONDO ASN

# of Pages: 6

Comment: AMENDMNT TO DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 80.50  
Pages > 4 1  
Names > 4 0  
Total: 80.50

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No  
NOT A DEED OF TRANSFER EXEMPT

Value

Certified By-> Joe Falco  
ON 06-03-2010 AT 01:54p  
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2010-15081  
Receipt Number: 1598425  
Recorded Date/Time: June 11, 2010 02:30:33P  
Book-Vol/Pg: BK-DE VL-14289 PG-59  
User / Station: M Ward - Cash Station 25

MARK S RIETHMULLER ESQ  
SPEAKMAN RIETHMULLER & ALLISON  
30 E BEAU ST STE 430  
WASHINGTON PA 15301



Valerie McDonald Roberts, Manager  
Dan Onorato, County Executive