

**WARWICK PLAZA  
By-Laws**

**Table of Contents**

<b>Article</b>		<b>Page</b>
I	Name and Location	2
II	Capital Stock	2
III	Shareholder's Meeting	3
IV	Informal Action by Shareholders	6
V	Directors	6
VI	Officers	9
VII	President	10
VIII	Vice President	10
IX	Secretary	10
X	Treasurer	11
XI	Compensation of Directors and Officers	11
XII	Share Certificates	11
XIII	Lost Certificates	14
XIV	Bills, Notes, Contracts, Etc.	15
XV	Annual Report	15
XVI	Fiscal Year	16
XVII	Amendments	16
XVIII	Terminating Occupancy	16
XIX	Limited Common Elements	17

## **BY-LAWS**

### **ARTICLE I**

#### **Name and Location**

Section 1. The name of this Corporation shall be

#### **WARWICK PLAZA, INC.**

Section 2. The registered office of Warwick Plaza, Inc. in the Commonwealth of Pennsylvania shall be located at 5048 Fifth Avenue, Pittsburgh, Pennsylvania 15232. Shareholder meetings shall be located at such address in the County of Allegheny as the Board of Directors may from time to time determine.

Section 3. The Corporate Seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of incorporation and the words, "Corporate Seal" and "Pennsylvania".

### **ARTICLE II**

#### **Capital Stock**

Section 1. The amount of Capital Stock shall be \$330,000.00 which shall be divided into 6,600 shares at the value of \$50.00 each.

Section 2. All certificates of stock and Occupancy Agreements shall be signed by the President and the Secretary and shall be sealed with the Corporate Seal.

Section 3. Treasury stock shall be held by the Corporation subject to the disposal of the Board of the Directors and shall neither vote nor participate in dividends.

Section 4. The Corporation shall have first lien on all the shares of its Capital Stock, and upon all dividends declared upon the same, for any indebtedness of the respective holders thereof to the Corporation.

Section 5. Transfer of stock shall be made only on the books of the Corporation; and the old certificate, properly endorsed, shall be surrendered and cancelled before a new certificate is issued. The stock books of the Corporation shall be closed against transfers for a period of thirty (30) days before the day of payment of dividends for ten (10) days before each annual meeting of the Stockholders.

Section 6. In case of loss or destruction of a certificate of stock, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Board of Directors of such loss or destruction; and upon the giving of satisfactory security, by bond or otherwise, against loss to the Corporation. Any such new certificate shall be plainly marked "DUPLICATE" upon its face.

### ARTICLE III

## Shareholder's Meeting

Section 1. The regular annual meeting of the Shareholders of the Corporation shall be at an approved place designated by the Board of Directors within the County of Allegheny. This meeting shall be held on a day during the month of September, on a day other than Saturday, Sunday, a legal or religious holiday. The day and time is to be selected by the Board of Directors for the purpose of electing a Board of Directors of the Corporation to hold office for the ensuing year or years and until their respective successors shall have been duly elected and qualified, and for the transaction for such other business as may be brought before the meeting.

Section 2. Written notice of such regular annual meeting shall be mailed or delivered to each Shareholder, at such address as appears for such Shareholder on the books of the Corporation, at least ten (10) days prior to the date of the meeting. The mailing or delivery of a notice in the manner provided in this Section shall be considered notice served.

Section 3. Special meetings of the Shareholders, for any purpose or purposes, may, unless otherwise provided by law, be called at any time by the President or by the Secretary at the

request of a majority of the Board of Directors or at the request of six (6) Shareholders, said request to be delivered in writing to the Secretary of the Corporation. Such request shall state the purpose or purposes of the proposed meeting. Special meetings of the Shareholders shall be held at its registered office or at such other place within the County of Allegheny as a majority of the Directors may from time to time designate. At any time, upon written request of any person or persons entitled to call a special meeting, it shall be the duty of the Secretary to call a special meeting of the Shareholders to be held at such time as the Secretary may fix, but not less than ten (10) nor more than thirty (30) days after the receipt of the request. If the Secretary shall neglect or refuse to issue such call, the person or persons making the request may do so.

Section 4. The business to be transacted at any special meeting shall be confined to the purposes stated in the call for the meeting and the matters germane thereto.

Section 5. Written notice of any special meeting of the Shareholders, stating the place, day or hour, and the general nature of the business to be transacted thereat, shall be hand delivered or mailed, postage paid, to each Shareholder of the Corporation, at such address as appears for such Shareholder on the books of the Corporation, or vacation address if known, at least five (5) days before such meeting, unless a greater period of notice is required by law in a particular case. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Either before or after any meeting, a Shareholder may, in writing, waive notice of such meeting. Such waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting, neither the business to be transacted at, nor the purpose of the meeting, need be specified in the waiver of notice of such meeting.

Section 7. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the

express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 8. The presence, either in person or by proxy, of the holders of a majority of the outstanding shares of voting common stock of the Corporation entitled to vote shall constitute a quorum for the transaction of business at all meetings of the Shareholders. If, however, any meeting cannot be organized because a quorum has not attended, those present may, except as otherwise provided by law, adjourn the meeting to such time and place as they may determine but in the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum, for the purpose of electing Directors, may proceed without a quorum.

Section 9. At every meeting of the Shareholders, every Shareholder of record shall have the right to one vote for every share of voting common stock standing in his name on the books of the Corporation. The vote of the majority of the voting common stock of the Corporation, represented in person or by proxy, at such meeting shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation or these By-Laws, a different vote is required, in which case such express provision shall govern and control.

Section 10. Every Shareholder may vote either in person or by proxy. Every proxy shall be executed in writing by the Shareholder or his duly authorized attorney in fact, and filed with the Secretary of the Corporation.

Section 11. The order of business at all meetings of the stockholders shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers

- (e) Reports of Committees.
- (f) Election of Directors.
- (g) Unfinished Business.
- (h) New Business.

#### ARTICLE IV

### **Informal Action by Shareholders**

Section 1. Except for actions which, by express provision of statute or of the Articles of Incorporation or of these By-Laws, require a formal meeting of the Shareholders, any action by the Shareholders may be taken without a meeting, if consent or consents in writing, setting forth the action so taken shall be signed by all of the Shareholders of the Corporation and shall be filed with the Secretary of the Corporation.

#### ARTICLE V

### **Directors**

Section 1. The business and affairs of the Corporation shall be managed by a Board of seven (7) Directors, all of whom shall be Shareholders or spouses or other relative legally living in the apartment of Shareholders in the Corporation and reside in the dwelling units leased to them by the Corporation.

Section 2. The Directors shall be elected at the Annual Shareholders Meeting for one (1) year and shall hold office until their successors have been elected and qualified.

Section 3. Vacancies in the Board of Directors shall be filled by a majority of the remaining members of the Board, though less than a quorum, prior to further actions by the Board of Directors, and each person so elected shall be a Director and serve out the balance of the term of Director s/he was elected to replace.

Section 4. The entire Board of Directors or any individual Director may be removed from office without assigning any cause by the vote of Shareholders entitled to cast at least a majority of the votes which all Shareholders would be entitled to cast at any annual election of Directors. In case the Board or any one or more Directors be so removed, new Directors may be elected at the same meeting. Unless the entire Board be removed, no individual Director shall be removed in case the votes of a sufficient number of shares are cast against the resolution for his removal, which if cumulatively voted at an annual election would be sufficient to elect one or more Directors.

Section 5. The Board of Directors may exercise all such powers of the Corporation, and may do all such acts and things, as are not by law or by these By-Laws directed or required to be exercised and done by the Shareholders.

Section 6. Meetings of the Board of Directors may be held at such place within the City of Pittsburgh as a majority of the Directors may from time to time designate or as may be designated in the notice calling the meeting.

Section 7. The first meeting of each newly elected Board of Directors shall be held immediately following the annual Shareholder's meeting.

Section 8. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail or by telephone, at least three (3) days prior to the day named for such meeting.

Section 9. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, either personally or by mail or by telephone, which notice shall state the time, place (as hereinabove provided) and purposes of the meetings. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least (3) Directors.

Section 10. Either before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waived by him of notice of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. At all meetings of the Board of Directors, a majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. If all Directors shall severally or collectively consent in writing duly filed with the Secretary to any action to be taken by the Corporation, such action shall be as valid a Corporate action as though it had been authorized at a meeting of the Board of Directors.

Section 13. The Directors, by resolution adopted by the majority of the entire Board, may at any time elect two or more of their number as an executive committee or other committee, which shall, in the interval between meetings of the Board of Directors, exercise such powers and perform such duties as may from time to time be prescribed by the Board of Directors. Unless otherwise ordered by the Board of Directors, any such committee may act by a unanimous vote of its members at a meeting or by a writing signed by all its members. An act, or authorization of an act, by any such committee within the scope of the power delegated to it, shall be as effective for all purposes as the act or authorization of the Board of Directors. The committees shall keep regular minutes of their proceedings and report the same to the Board when required.



## ARTICLE VI

### Officers

Section 1. The executive officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The offices of Treasurer and Secretary may be filled by the same person. It shall not be necessary for any officer to be Director of the Corporation except as hereinafter provided, but to qualify as an officer, one must qualify as a Director as stated in Section 1 of Article V.

Section 2. The election of officers shall take place by the Board of Directors immediately after each annual meeting of the Shareholders.

Section 3. The officers of the Corporation shall hold office until their respective successors are chosen and have qualified. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby. If the office of any officer shall become vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 4. The Corporation shall indemnify every present and former Director or Officer, his heirs, executors and administrators against expense and liabilities reasonably incurred by him in connection with any action, suit or proceeding to which s/he may be made a party by reason of his being or having been a Director or Officer of this Corporation or of any other Corporation or organization, in which capacity s/he was serving at the request of the Corporation, except in relation to matter as to which s/he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the organization is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which any such Officer or Director may be entitled.

**ARTICLE VII**

**President**

Section 1. The President must be a Director of the Corporation.

Section 2. The President shall be the chief executive officer of the Corporation.

S/he shall preside at all meetings of the Shareholders and of the Board of Directors. S/he shall have general and active management of the business of the Corporation. S/he shall have all the general powers and duties which are usually vested in the office of President of a Corporation.

**ARTICLE VIII**

**Vice- President**

Section 1. The Vice-President must be a Director of the Corporation.

Section 2. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. S/he shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

**ARTICLE IX**

**Secretary**

Section 1. Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Shareholders of the Corporation; s/he shall have custody of the Seal of the Corporation; s/he shall have charge of such of the books and papers as the Board of Directors may direct, all of which shall, at all reasonable times, be open to the examination of any Shareholder or Director, upon application at the office of the Corporation during business hours; and s/he shall, in general, perform all the duties incident to the office of Secretary.

**ARTICLE X**

**Treasurer**

Section 1. The Treasurer shall have custody of the Corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. S/he shall deposit all monies and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

**ARTICLE XI**

**Compensation of Directors and Officers**

Section 1. The Directors and Officers shall receive no salary or compensation for any and all services rendered as Director and/or Officer.

**ARTICLE XII**

**Share Certificates**

Section 1. Each share certificate shall state that the Corporation is organized under the laws of the Commonwealth of Pennsylvania, the name of the registered holder of the shares represented thereby, the number of shares represented by such certificates, and the par value of each share and the preference and restrictions applicable thereto which may be in summary form. In all other respects, the share certificates of the Corporation shall be in such form as shall be approved by the Board of Directors.

Section 2. Every share certificate shall be signed by the President, or Vice-President, and by the Secretary, and shall be sealed with the Corporate Seal.

Section 3. The Corporation shall have a lien on the shares of Common Stock which it has issued in order to secure payment of any sums which shall be due or become due from the Shareholders for any reason whatsoever. Said lien may be foreclosed by the Corporation.

Section 4. The stock of the Corporation shall be assigned and transferable on the books of the Corporation (what books?) only by the person in whose name it appears on said books, or by his legal representative, subject to the following conditions:

- (a) A Shareholder may transfer his stock to a member of his immediate family by gift, bequest, assignment or otherwise as set forth hereinafter.

“Immediate family member” shall mean children, grandchildren, or parents. In the event that a Shareholder desires to transfer his or her stock to a member of his or her immediate family by gift or assignment other than a bequest, the Shareholder shall submit a written request for approval of said transfer to the Board of Directors. The Shareholders of the Corporation shall have forty-five (45) days from the receipt by the Board of Directors of a written request by a Shareholder to transfer or assign his stock as aforesaid in which to approve or reject said transfer. In the event the Shareholders fail to act within said forty-five day period then, and in such event, the transfer shall be considered to have been approved by the Shareholders. The transfer of stock may then take place provided all obligations of the stockholder to the Corporation shall have been discharged by him. The Corporation may refuse to transfer such stock unless all monies due the Corporation have been paid. An affirmative vote of a majority of Shareholders shall be required to approve said transfer of stock.

As a condition precedent to the approval of aforesaid transfer, the prospective family member transferee, and the transferor if s/he or she retains any stock, shall agree to execute a new Occupancy Agreement whereby the parties thereto agree to be bound by all terms of aforesaid Occupancy Agreement.

If the Shareholder desires to transfer his or her stock to more than one member of his or her immediate family or if, after the transfer, the Shareholder retains any stock, then as a condition precedent for approval of said transfer, the transferor and all members of the immediate family to whom stock is to be transferred, shall agree to execute a provision in the Occupancy Agreement whereby one family member would be designated as trustee on behalf of all family members to have the authority and right to vote all of said shares. In addition, the same family member shall be designated and will agree to be responsible for all charges, assessments, etc., due to the Corporation. In addition, each family member shall agree in writing to be bound by the terms of the By-Laws and Occupancy Agreement.

If the Shareholder transfers his or her stock to one or more members of his or her immediate family by a bequest or by the laws of intestate succession, then the legal representative of the deceased Shareholder and any family members entitled to receive said stock shall agree to execute a provision in the Occupancy

Agreement whereby a family member or legal representative would be designated as a trustee on behalf of all family members to have the authority and right to vote all of said shares. In addition, a family member or legal representative shall be designated and will agree to be responsible for all charges, assessments, etc., due to the Corporation. In addition, said family member and legal representative shall agree in writing to be bound by the terms of the By-Laws and Occupancy Agreement. Said designation of a family member or a legal representative to serve as trustee on behalf of all family members shall be made within sixty (60) days from the date of death of a transferor-Shareholder.

In the event that a Shareholder does not comply with the provisions of this subparagraph in transferring his or her stock, then the Corporation shall be authorized to exercise its rights pursuant to subsection (d) of this paragraph.

- (a) (1) In the event a Shareholder desires to transfer his stock by gift, assignment or otherwise, to a person who is not a member of his immediate family, s/he shall follow the procedure set forth in this paragraph at subsection (b).
- (b) The Shareholder may sell all, but not less than all, of this stock to any person, who shall become an occupant in the Warwick Plaza, provided that the purchaser shall have been approved by a majority of Shareholders. The Shareholders of the Corporation shall have thirty (30) days from the receipt by the Board of Directors of a written request by a Shareholder to sell his stock within which to approve or reject a purchaser. In the event the Shareholders fail to act within said thirty (30) day period, then and in such event, the purchase shall be considered to have been approved by the Shareholders. The transfer of stock may then take place provided all obligations of the stockholder to the Corporation shall have been discharged by him. The Corporation may refuse to transfer such stock unless all monies due the Corporation have been paid. An affirmative vote of twelve (12) Shareholders shall be required to approve a transfer of stock.
- (c) The Corporation may, by the affirmative vote of twelve (12) Shareholders purchase or recall stock of a dispossessed Shareholder at the book value of such stock, less any monies due the Corporation.
- (d) In the event the Corporation has, pursuant to the By-Laws and Occupancy Agreement terminated the rights of a Shareholder under said Occupancy Agreement and repossessed the dwelling unit, the Shareholder shall be required to deliver promptly to the Corporation his share or shares of stock and his Occupancy Agreement, both endorsed in such manner as may be required by the Corporation. The Corporation shall thereupon at its election either (1) repurchase said stock at its book value as determined by the Corporation, or (2) proceed with reasonable diligence to effect a sale of the Shareholder's rights under such share or shares of stock to a purchaser and at a sales price acceptable to the Corporation. The retiring Shareholder shall be entitled to receive book value (if the Corporation has exercised election (1) above) or sales price (if the Corporation has exercised election (2) above), but in either case less the following amounts (the determination of such amounts by the Corporation to be conclusive): (1) any amounts due to the Corporation from the Shareholder under the Occupancy Agreement; (2) legal and other expenses incurred by the

Corporation in connection with the default of such Shareholder and the resale of his stock.

- (e) In case of transfer by attorney, the power of attorney shall be deposited with the Secretary. In all cases of transfer, the former certificates must be surrendered and cancelled before a new certificate may be issued. No transfer shall be made upon the books of the Corporation within ten (10) days next preceding the annual meeting of the Shareholders.
- (f) "BOOK VALUE" as used in these By-Laws and in the Occupancy Agreement is an accounting evaluation of the net worth of the Corporation. For the purpose of this computation, net worth consists of the share capital paid in by the Shareholders and the reserve and surplus accounts listed under the capital account classification on the most recent balance sheet prepared. The book value of each individual share of stock is the proportionate share of the net worth applicable to such share of stock as determined by the Board of Directors.
- (g) A purchase or recall of stock shall automatically cancel the Occupancy Agreement issued by virtue of that stock.
- (h) When the Corporation shall have voted to expel a Shareholder under Article XVIII, Section 2, herein, said Shareholder shall have thirty (30) days in which to apply for a transfer of his stocker under the provision of this Section 4.
- (i) It is contemplated that a Shareholder may contract for the sale of his Warwick Plaza, Inc., stock to a buyer on an installment or deferred payment basis, with said stock serving as part or all of the collateral to secure the debt of the buyer to the seller. In that event, at the request of the seller, there shall be inscribed on the transfer record of the Corporation, a notation indicating said lien of the seller. No transfer of said stock shall subsequently be made without the written approval of said seller, his heirs or assigns. Furthermore, the Corporation shall accept and be bound by an assignment by the buyer to the seller of any money due from the Corporation to the buyer until the lien of said seller shall have been satisfied.
- (j) In all cases where a proposed transfer has failed to receive the approval of twelve (12) Shareholders at a Shareholders' meeting duly convened within thirty (30) days of notice to the Board of Directors of a proposed transfer, the Shareholder proposing this transfer may, within (5) days of notification by the Board of Directors of the failure to approve, cancel his request for a transfer of said stock. Should the Shareholder fail to do this the Corporation shall have thirty (30) days from that date to exercise its privilege of purchasing the stock of said transferee in accordance with this Article.

### ARTICLE XIII

## Lost Certificates

Section 1. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation and alleged

to have been destroyed or lost, upon the making of affidavit of that fact by the person claiming the share certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in a such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Corporation. New certificates to be marked "DUPLICATE".

#### ARTICLE XIV

### **Bills, Notes, Contracts, Etc.**

Section 1. All bills payable, notes, checks, or other negotiable instruments, and all contracts of the Corporation shall be made in the name of the Corporation, and shall be executed by (1) the President or Vice- President and (2) the Secretary or Treasurer

#### ARTICLE XV

### **Annual Report**

Section 1. The Board of Directors shall make, or cause to be made, a comprehensive report of the condition of the Corporation, including a financial report as of the closing date of the preceding fiscal year. A copy of the financial report shall be sent to every Shareholder within ninety (90) days following the close of the preceding fiscal year.

Section 2. The Board of Directors shall also make, or cause to be made, a proposed budget or an approximate estimate of income and expense for the ensuing year and shall mail a copy of the proposed budget or estimate at least ten (10) days prior to the annual meeting. Said copy may be mailed to the Shareholders together with a notice of the annual meeting.

**ARTICLE XVI**

**Fiscal Year**

Section 1. The fiscal year of the Corporation shall begin on the first day of January of every year.

**ARTICLE XVII**

**Amendments**

Section 1. These By-Laws may be altered, amended or repealed, but only with prior written approval of the majority vote of the Shareholders at any regular or special meetings of the Shareholders by a majority vote of the outstanding shares of voting common stock, represented in person or by proxy, at such meeting; but no alterations, amendment or repeal shall be made at a special meeting unless the notice of such meeting shall specify the proposed alteration, amendment or repeal as the purpose, or one of the purposes of the meeting.

**ARTICLE XVIII**

**Terminating Occupancy**

Section 1. A Shareholder wishing to terminate his Occupancy Agreement shall make written application to the Board of Directors for the termination of same. The disposition of said Shareholder's stock shall take place simultaneously with the termination of his said Occupancy Agreement and in accordance with the provisions and procedures outlined in Article XII, Section 4, hereof.

Section 2. In the event at any time the Corporation shall determine, upon the affirmative vote of two-thirds of the Shareholders thereof at a Shareholder's meeting called to take action on the subject, that because of objectionable conduct on the part of a tenant-Shareholder, or a person dwelling in or visiting the demised premises, the tenancy of the tenant-



Shareholder is undesirable, the Occupancy Agreement of said tenant-Shareholder shall forthwith be terminated. The disposition of said tenant-Shareholder's stock shall take place simultaneously with the termination of his said Occupancy Agreement and in accordance with the provisions and procedures outlined in Article XII, Section 4, hereof. As used herein "objectionable conduct" shall include, but shall not be limited to the following:

- (a) to permit or tolerate a person of dissolute, loose, or immoral character to enter or remain in the building or demised premises;
- (b) to continually or unwarrantably harass, annoy, hold in contempt, abuse, either verbally or in writing, the officer or Board of Directors of the Corporation;
- (c) or to continually or unwarrantably otherwise offend, insult or demean the officers and directors of the Corporation or any of the other tenant-Shareholders.

**AMENDMENT APPROVED JUNE 14, 2013**

**ARTICLE XIX**

**Limited Common Elements**

For purposes of these By-Laws and all Occupancy Agreements, the following definitions shall apply:

- (1) Cooperative Interest shall mean and refer to an ownership in Warwick Plaza, Inc. coupled with a possessory interest in a unit under an Occupancy Agreement.
- (2) Unit shall mean a physical portion of the Cooperative designated for separate occupancy under an Occupancy Agreement. A Unit shall include the balcony for those Units located above ground level and the concrete patio area equal to the Unit balcony above for those Units located on the ground level.
- (3) Common Elements and Common Areas shall mean all portions of the cooperative other than the Units and designated for use in common by all Shareholders.

**Approved September 24, 2013 with October 7, 2013 Revision**

(4) Limited Common Elements shall mean those portions of the Common Elements designated by the Shareholders for the exclusive use of one or more but fewer than all Shareholders.

(a) A portion of the Common Area green space behind Unit 105 (which is currently bordered on the north side by a fence and on the south side by a wall and consists of an area of approximately 615 square feet) is designated as a Limited Common allocated to Unit 105; and, a portion of the Common Area green space behind Unit 106 (which is currently surrounded by fencing and consists of an area of approximately 622 square feet), is designated as a Limited Common Element allocated to Unit 106. These two Limited Common Elements shall be maintained at all times within the community standards of Warwick Plaza, Inc., at the sole expense of the Lessees of Units 105 and 106, respectively (“Lessee”).

Community Standards of Warwick, Inc. as related to Limited Common Elements include without limiting the provision of the existing and future regulations, Bylaws or

Occupancy Agreement:

1. The Limited Common Element (LCE) outside Unit 105 and 106 is designated as a patio/ garden area. Lessee may not add hot tubs, fire pits, pools, ponds, fountains, recreational facilities, or other items that may impact other Shareholders. A moveable grill shall be permissible.
2. The Lessee must carry adequate insurance for their LCE, naming the Corporation as an additional insured.
3. The Lessee must maintain its LCE in good repair and appearance.
4. Noise restrictions, such as those that are in effect for the rest of the building also pertain to the LCE.
5. Any charges to the LCE which change the physical appearance of, or sound customarily emanating from, the land or structures, including changes to fences, must receive prior approval by the Board.

6. Fencing beyond the balcony may not be higher than 6 feet.
7. The Corporation reserves the right to go over, upon or through the LCE for the purpose of maintenance of the building and grounds. Prior written notice to the Lessee shall be required except in the case of emergency.
8. This subsection 4(a) of Article XIX will be revocable only by vote, in person or by proxy, of 2/3 of the outstanding shares of voting stock of the Corporation, at a meeting the notice for which shall specify such revocation as the purpose or one of the purposes of the meeting and with the written consent of the then Shareholder having use of such LCE, said consent not to be unreasonably withheld.
9. The Lessee may relinquish the LCE to the Corporation at any time by written instrument suitable for recording in the office of the Recorder of Deeds of Allegheny County, Pennsylvania, provided Lessee shall have removed from the LCE any fences or other structures placed on the LCE by Lessee or any of its predecessor Lessees of the LCE.
10. This subsection (4) (a) of Article XIX of the Bylaws shall become effective for each of the subject LCEs upon execution by the Lessee of each of the subject LCEs on or before September 30, 2013, of a document incorporating the provisions of this subsection (4) (a) in form suitable for recording in the office of the Recorder of Deeds.
11. The Lessee of Unit 102 may have access to the window well in the Unit 106 LCE.
  - (b) The Shareholders shall have the discretion to designate, by vote of two-thirds of the outstanding shares of the voting stock of the Corporation, at a meeting the notice for which shall specify such designation as the purpose or one of the purposes of such meeting, Limited Common Elements for use, upon such terms and conditions as the resolution therefore shall specify, of one or more but fewer than all Shareholders, and shall have the discretion to re-allocate these areas as common Elements by two-thirds vote of all the Shareholders voting in the same manner.
  - (c) No other LCEs shall exist except those created pursuant to Paragraphs (4) (a) and (4) (b) of Section 1 of this Article.