

KENTLEY HOUSE CONDOMINIUM

CODE OF REGULATIONS

AS AMENDED

MAY 17, 1979

Recorded in the Recorder of Deeds Office
County of Allegheny, Pennsylvania

Deed Book Volume 5443 pg 573 and (Original Code)
Deed Book Volume 6181 pg 543 and (Amendment)

KENTLEY HOUSE
CODE OF REGULATIONS

ARTICLE 1

This Code of Regulations is adopted pursuant to the Unit Property Act of the Commonwealth of Pennsylvania, (Act of July 3, 1963, P.L. 196, 68P.S) (700).

ARTICLE II

Identity of Property

The property to which this Code shall apply is described in the Declaration recorded in the Recorder's Office of Allegheny County, Pennsylvania, in

ARTICLE III

Name and Address

Section 1. The condominium shall be known as the name of Kentley House.

Section 2. The registered office of Kentley House shall be located at 5619 Kentucky Ave, Pittsburgh, Pennsylvania.

ARTICLE IV

Meetings and Voting Rights of Unit Owner

Section 1. All meetings of Unit Owners shall be held at the principal office of Kentley House or at such other place within the County of Allegheny, Pennsylvania, as the Council shall determine from time to time.

Section 2. Beginning with the year immediately following the adoption of these amendments, the annual meeting of the Unit Owners shall be held at any time during the month of May in each year at a time set by the Council. At such meetings, the Unit Owners shall elect the Council and transact such other business as may come before the meeting.

Section 3. Special meetings of the Unit Owners may be called at

any time after the annual meeting of the Unit Owners in 1975, for any purpose or purposes by the President, or by a majority of the Council or by not less than twenty percent (20%) of all the then Unit Owners entitled to vote at the meeting called. 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 Unit Owners entitled to vote thereat, but no less than ten (10) nor more than fifteen (15) 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. All requests for special meetings shall be in writing and shall specify the purpose or purposes thereof. The business to be transacted at all special meetings shall be limited to the purpose or purposes set forth in the notice thereof and matters germane thereto.

Section 4. Written notice of each meeting of the Unit Owners shall be given by or at the direction of the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 5. The President, or in his absence, the Vice-President, shall preside at all such meetings.

Section 6. At every meeting of the Unit Owners, each Unit Owner present, in person or by proxy, and entitled to vote thereat, shall have the right to cast the number of shares set forth opposite his apartment number in Schedule A. The vote of fifty-one (51%) percent of the number of votes represented and entitled to vote 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 Declaration or of this Code of Regulations, a different vote is required, in which case, such express provisions shall govern and control.

Section 7. All proxies shall be in writing and shall be filed with the Secretary and by him or her entered of record in the minutes of the meeting. A unit Owner may appoint any adult person he or she desires as his, her or its proxy.

Section 8. Either before or after any meeting, a Unit Owner 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 9. Attendance of Unit Owner, either in person or by proxy,

at any meeting, shall constitute a waiver of notice of such meeting, except where a Unit Owner 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 10. Unit Owners constituting one-third of the voting power in the condominium and entitled to vote at any meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If, however, at least such amount shall not be present or represented at any meeting, the Unit Owners entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement of such meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally called.

Section 11. The order of business at all annual meetings of the Unit Owners shall, unless otherwise determined by action of the Unit Owners present or represented, be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Report of officers
- (e) Reports of committees
- (f) Election of Inspectors of election
- (g) Election of council
- (h) Unfinished business
- (i) New Business

ARTICLE V

Council

Section 1. The business and affairs of Kentley House shall be managed by a council composed of five (5) persons, all of whom shall be Unit Owners, or officers or directors of a corporate Unit Owner or partners of any partnership owning units, two (2) of whom shall be the President and Vice-President-Treasurer.

Section 2. Each Council member named in the Declaration shall hold office until the annual meeting of the Unit Owners in the year 1975 or until his successor shall have been elected and qualified, which shall first occur.

Section 3. At the annual meeting of the Unit Owners in the year 1975, the term of office of one (1) Council member elected shall be for three

(3) years, and the term of office of one (1) Council member shall be for two (2) years; and the term of office of one (1) Council member elected shall be for one (1) year. The Council member receiving the largest number of votes shall serve the longest term. At the expiration of the term of office of each respective Council member, his successor shall be elected to serve a term of three (3) years. The Council members shall hold office until their successors have been elected and qualified.

In all elections of Council members, each unit owner shall have the right, in person or by proxy, to exercise his or her vote. Cumulative voting shall not be allowed.

Section 4. Vacancies in the Council shall be filled by a majority of the remaining Council members and each person so elected shall be a Council member until his successor is elected by the Unit Owners, who may make such election at the next annual meeting of the Unit Owners or at any special meeting duly called for that purpose.

Section 5. Any one or more of the Council members may be removed with or without cause by vote of two-thirds of the Unit Owners entitled to vote at any duly held regular or special meeting of the Unit Owners, and a successor may be elected to fill the vacancy thus created.

Section 6. No person shall receive any compensation for acting as a Council member but may receive compensation for services rendered to or for Kentley House in any other capacity.

Section 7. The Council may exercise all such powers of Kentley House and may do all such acts and things, as are not by law or by this Code of Regulations directed or required to be exercised and done by the Unit Owners.

Section 8. The Council may require that officers and employees handling its funds shall furnish fidelity bonds in such amounts as the Council may determine. The premium on such bonds shall be paid by Kentley House.

Section 9. Meetings of the Council may be held at such place within the County of Allegheny as a majority of the Council may from time to time designate or as may be designated in the notice calling the meeting.

Section 10. The first meeting of each new Council elected by the Unit Owners shall be held within thirty (30) days after such election upon at least five (5) days' written notice.

Section 11. Regular meetings of the Council may be held at such time or times and place that shall be determined by a majority of the Council. No notice of regular meetings of the Council need be given.

Section 12. Special meetings of Council may be called by the President on not less than five (5) days' notice to each Council member either personally or by mail or by telegraph, which notice shall state the time, place and purposes of such meetings. Special meetings of the Council may also be called in like manner and upon like notice on the written request of at least three Council members.

Section 13. Either before or after any meeting of the Council any Council member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Council member at any meeting of the Council shall be a waiver by him of notice of the time and place thereof, unless said Council member has attended for the sole purpose of objecting to the meeting. If all the Council members are present at any meeting of the Council, except for the purpose of objecting to the transaction of any business for good and lawful cause, no notice shall be required and any business may be transacted at such meeting.

Section 14. At all meetings of the Council, a majority of the Council members in office shall be necessary to constitute a quorum for the transaction of business, and the acts of the majority of the Council members present at a meeting at which a quorum is present shall be the acts of the Council. If, at any meeting of the Council, 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 15. If all the Council members shall severally or collectively consent, in writing, duly filed with the Secretary to any action to be taken by Kentley House, such action shall be valid as though it had had been authorized at a meeting of the Council.

Section 16. The Council members, by resolution adopted by the majority of the entire Council, may at any time elect two (2) or more of their number as an executive committee which shall, in the intervals between meetings of the Council, exercise such powers and perform such duties as may from time to time be prescribed by the Council. Unless otherwise authorized by the Council, such committee shall act by unanimous vote of its members at a meeting or by a writing signed by all its members. Any act or thing done by 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 Council. The committee shall keep regular minutes of its proceedings and shall report to the Council all actions taken by it.

Section 17. The Council shall have the following powers and duties in addition to those vested in it under the law, the Declaration and this Code of Regulations:

- (a) The maintenance, repair and replacement of the common elements;

- (b) The assessment and collection of funds from the Unit Owners for common expenses and the payment of such common expenses;
- (c) The promulgation, distribution and enforcement of rules governing the details of the use and operation of the property and the use of the common elements, subject to the right of the number of the unit owners which constitute 60% of the votes represented and entitled to vote at any regular or special meeting to change any such rules;
- (d) To appoint, employ or remove at any time any agent or employee of Kentley House; and to prescribe the duties of and fix the compensation for any agent or employee of Kentley House. Nothing contained in this Code of Regulations shall be construed to prohibit the employment of any Unit Owners, Officer or Council Member in any capacity whatsoever;
- (e) To exercise for Kentley House all powers/duties, and authority vested in or delegated to Kentley House or which it may lawfully exercise, in carrying out or in furtherance of its purposes or any of them;
- (f) To submit at each annual meeting of the Unit Owners a statement of the operations of Kentley House during the preceding year, together with a report of its general financial condition. Copies of such annual financial reports shall be sent to each Unit Owner within sixty (60) days following the close of the preceding fiscal year;
- (g) To make or cause to be made a proposed budget for the ensuing year, a copy of which shall be mailed or personally delivered to each Unit Owner at the address last appearing on the Kentley House records, as furnished by the Unit Owner, or if no address appears at the owner's Kentley House condominium unit during the first ten days of the month preceding the first month of the Kentley House's fiscal year;
- (h) To elect all officers of Kentley House and to fill all vacancies which may occur.

ARTICLE VI Officers

Section 1. The officers of Kentley House shall be a president, a vice president-treasurer and a secretary, and such other officers as the Council may create by resolution from time to time. Any officer may be removed by a majority of the entire Council at any time. All of said officers shall be elected by the Council and each such officer shall hold

office until his successor is elected and qualified. No person may be the president or vice president-treasurer who shall not be a Unit owner or an officer or director of a corporate Unit Owner, or a partner of any partnership owning a unit.

Section 2. The election of officers shall take place at the first meeting of the Council following each annual meeting of the Unit Owners.

Section 3. The president and vice president-treasurer of Council shall be the president and vice president-treasurer of Kentley House.

Section 4. The president shall be the chief executive officer of Kentley House. The president shall preside at all meetings of the Unit Owners and of the Council. The president shall have general and active management of the business of Kentley House.

Section 5. The vice president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. He shall also perform such other duties as shall from time to time be delegated to him by the Council.

Section 6. The secretary shall keep the minutes of all meetings of the Unit Owners; he or she shall have charge of such of the books and papers as the Council may direct, all of which shall, at reasonable times and for reasonable purposes, be open to the examination of any Unit Owner, Officer or Council member, upon application at the office of Kentley House during business hours.

Section 7. The vice president-treasurer shall have custody of Kentley House funds and securities and shall cause full and accurate accounts of receipts and disbursements to be kept in books belonging to Kentley House. He shall deposit all monies and other valuable effects in the name, and to the credit of Kentley House in such depositories as may from time to time be designated by the Council. These duties may be assigned to the managing agent by resolution of Council.

Section 8. An assistant secretary, if appointed, shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and such other duties as shall be delegated to him by the Council.

Section 9. An assistant treasurer, if appointed, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer, and such other duties as shall be delegated to him by the Council.

Section 10. No person shall receive any compensation for acting as an officer of Kentley House but may receive compensation for services rendered to or for Kentley House in any other capacity.

ARTICLE VII

Payments of Common Expenses and Other Expenses by Unit Owners

Section 1. As provided in Article V, Section 17, the Council shall determine all matters relating to maintenance, repair and replacement of the common elements and also all matters relating to the common expenses.

Section 2. The Council shall pro-rate all costs involved in Section 1 above, among all the Unit Owners in proportion to their ownership in the common elements, provided, however, that if any cost is occasioned by the negligence of any unit owner or owners, said costs shall be borne by said unit owner or owners.

Section 3. The total amount of the charges required for each fiscal year shall be estimated by the Council at least one (1) month prior to the beginning of each fiscal year. Such estimate may include an amount for unanticipated or underestimated costs, charges and expenses and deficits incurred in any prior year or years, and may further include amounts to be accumulated in any reserve funds for expenditures which may be required in future years other than ordinary maintenance, repairs, costs and expenses. The first such charge may be estimated and made for less than a full year, and in such an event the maintenance charge for such period shall be payable in equal monthly installments for the remainder of said year, beginning on the first day of the month immediately following the determination of such estimate by the Council. Thereafter, each annual maintenance charge shall be payable in twelve (12) equal monthly installments beginning on the first day of the first month of each fiscal year or payable in any other manner established by the Council, including but not limited to full payment of the annual amount by an individual owner in the event such owner is delinquent in payment of any of the installments as provided for by the Council. In the event the Council calls due and accelerates the entire annual payment by an individual owner, such owner shall be entitled to ten days written notice or acceleration during which time such owner may cure any default in payment of assessments which might exist by payment of all amounts due.

The budget shall be sent to Unit Owners during the first ten days of the month preceding the first month of the fiscal year. Such budget shall automatically come into effect unless within ten days after the budget is mailed or personally delivered to the Unit Owners a petition calling for a meeting of all Owners of the condominium for the purpose of adopting a budget and signed by a majority of the Unit Owners of the condominium shall be delivered to a member of the Council. In the event such a petition is presented, the Council shall forthrightly schedule a special meeting making every reasonable effort to schedule this meeting within the month in which the petition is delivered. At least three days prior notice of this meeting shall be given to all record homeowners by personally delivery or mailing, first class postage prepaid, such notice to the address or addresses as any of the owners may have designated or if no other address has been designated, at the

address of their respective units. Such notice shall conform in all other respects to a notice for a special meeting provided, however, Article IV, Section 3 and 4 shall otherwise have no applicability to the issue of budget adoption. In the event such a petition is presented, the Council shall forthrightly schedule a special meeting. In the event a meeting is called, the budget distributed to the homeowners or any amended budget proposed before or at the meeting called by a majority of the Unit Owners in the condominium, shall be adopted only if approved by a majority of those present at the meeting, a quorum being had. Until the budget for a succeeding fiscal year is adopted, the budget previously existing shall remain in effect and the charges assessed to the Unit Owners shall be those established in the preceding fiscal year.

After the budget has been approved, the Council shall cause a statement to be sent to each Unit Owner, which statement shall reflect a total amount of the maintenance budget thus approved, the common element percentage obligation therefore attaching to each respective unit and the corresponding monthly payments to be made by each Unit Owner. Each Unit Owner shall then be required to make his respective monthly maintenance payment to the Council or its designee without further billing or request therefor. Any charge assessed against the unit may be enforced by suit by the Council acting on behalf of the Unit Owners in an action in assumpsit; provided, that each suit when filed shall refer to the Unit Property Act, Act of July 3, 1963, P.L. 196, and to the unit against which the assessment is made and the owner thereof and shall be indexed by the Prothonotary as Lis Pendens. Any judgment against a unit and its owner or owners shall be enforceable in the same manor as is otherwise provided by law.

Section 4. In the event that the Council decides that additional monies are required in addition to those set forth in the annual budget, the Council shall give the Unit Owners at least thirty (30) days written notice of the total monies required and allocate amounts among the Unit owners together with time for payment of said proportionate amounts which may be at one time or in installments, as the Council decides, provided, however, that if Unit Owners representing 40% of the votes of Kentley House object in writing to said additional assessments within fifteen (15) days after mailing of such notice, the Council shall call a special meeting of the Unit Owners for the purpose of obtaining approval of said assessments, at which meeting the assessments of the Council must receive the same affirmative vote as in the case of the annual budget.

Section 5. Any surplus funds remaining at the end of the fiscal year may, at the discretion of and at the time determined by the Council, be refunded in whole or in part to the then Unit Owners proportionately according to the common element percentages attaching to each unit, or may be applied in the said proportion as a result to future Maintenance Charges to become payable to each Unit owner for each dwelling unit or may be deposited to any reserve fund established by Council. In the event that any refunds or credits against future Maintenance Charges are to be made or give, the amount thereof to which any such Unit Owner shall be entitled may be applied

toward the payment of any indebtedness of such Unit Owner to Council.

Section 6. The Council shall maintain fire and other hazard and liability insurance on the entire property, and take charge of disbursement of fire and other hazard insurance and other proceeds for repair and reconstruction of any portion of the property, and arranging for the management of the property pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the management agent.

Section 7. From the funds appropriated under and pursuant to the Annual Budget and paid to the Council by way of Monthly Maintenance Payments, the Council shall acquire and pay for:

- (a) A policy or policies of fire and other hazard insurance for the full insurable value (replacement cost) of the building and improvements in the project (unless paid for by mortgage from funds impounded for that purpose). These policies shall be reviewed once a year and increased as necessary to provide maximum coverage. Such insurance shall be obtained in the name of the Council as Trustee for all of the owners and their mortgagees, as their interest appears. The provisions hereof are not to be construed as diminishing the right of such owner to insure his particular unit for the owner's individual benefit;
- (b) A policy or policies of insurance insuring the Council and all of the unit owners against any liability to the public or to the unit owners, their invitees, guests and tenants, incident to the ownership and use of the common elements and the units; the liability under such policies shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for any person injured, Fire Hundred Thousand Dollars (\$500,000.00) for any one accident, and Twenty-five Thousand Dollars (\$25,000.00) for property damage, and such policy limits shall be reviewed at least every five (5) years by the Council and may be increased in its discretion;
- (c) A policy of Workmen's Compensation Insurance to the extent necessary to comply with applicable laws.

ARTICLE VIII

Sale or Lease by Owner

Any owner who wishes to sell, lease or rent his unit shall, at least thirty (30) days prior to accepting any offer to sell, lease or rent, give to Council written notice of the terms of such offer, which notice shall specify the name and address of the offeror. If, within said thirty day period, time being of the essence, Council or its nominee submits to the owner and identical or more favorable offer to sell, lease or rent, the owner must accept the offer of said Council in preference to the original offer

described in the notice. In the event Council fails to submit in writing to the selling owner an identical or more favorable offer within thirty days of receipt of notice of the selling owner's offer, time being of the essence, then the selling owner may sell his apartment to his original offeror. In any event, Council shall have sole discretion in this matter and no vote or approval of the Unit Owners is required.

ARTICLE IX

Miscellaneous

Section 1. All bills payable, notes, check or other negotiable instruments and all contracts of Kentley House shall be made in the name of Kentley House, a condominium, and shall be executed by the President or Vice President-Treasurer and by the Secretary, unless otherwise authorized by the Council. These duties may be assigned to the managing agent by resolution of Council.

Section 2. No contract or other transaction between Kentley House and any other corporation, firm or individual and no act of the Council members, Officers or Unit Owners shall, in any way, be affected or invalidated by the fact that any of its Unit Owners, Council members or Officers is pecuniarily otherwise interested as an owner, Council member, officer or otherwise in such corporation or firm, provided that such fact shall be disclosed to the Council; and any Council member who is also a shareholder, director, employee or officer of such other corporation or a member, employee or owner of such other firm, or who is interested may be counted in determining the existence of a quorum at any meeting of Council which shall authorize such contract or transaction, and may vote to thereat to authorize such contract or transaction with like effect as if he were not such shareholder, director, officer, member, employee or owner of such other corporation or firm, or were not so interested.

ARTICLE X

Maintenance of Patios, Balconies and Porches

Section 1. While all adjacent and connecting patios on ground level and all balconies above ground and connected to individual apartments are common elements, each Unit Owner has an exclusive easement for the use and enjoyment of the patio or balcony adjacent and connecting with his individual apartment. Accordingly, the costs of maintenance thereof shall rest with and be borne by the Unit Owner of the apartment to which said balcony or patio is connected.

ARTICLE XI
Modifications and Amendment

Section 1. Notwithstanding anything in this Code of Regulations to the contrary, this Code of Regulations may be altered, revised or modified upon the written consent of the numbered Unit Owners representing 60% of the votes of Kentley House. Any such revision, alteration, or modification shall be recorded in the Recorder's Office of Allegheny County, Pennsylvania, and shall become effective as of the date of such recording.

ARTICLE XII
Construction of Provisions

Section 1. The provisions of this Code of Regulations shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium apartment building. Failure to enforce any provision thereof will not constitute a waiver of the right to enforce said provision or any other provision hereof.

ARTICLE XIII
Conflicts Between Declaration and Code of Regulations

Section 1. In the event of any conflict or inconsistency between this Code of Regulations and the Declaration, the Declaration shall govern.

ARTICLE XIV
Severability of Provisions

Section 1. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any provision hereof shall not invalidate or make unenforceable the remaining provisions hereof.

ARTICLE XV
Exculpability of Council and Officers

Neither the Council as a body nor any member thereof nor any officer shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of his office. Each Unit Owner shall be bound by the good faith actions of the Council and Officers of Kentley House in the execution of the duties of said Council members and

Officers. Unless acting in bad faith, no Council member or Officer shall be liable to any Unit Owner or other person for misfeasance or malfeasance in office.

ARTICLE XVI
Fiscal Year

The fiscal year of the Kentley House Condominium shall be as provided by the Council, and, if not otherwise provided by the Council, shall be the calendar year.

ARTICLE XVII

Section 1. The Council or its designee is empowered to enter into lease agreements with Unit Owners who wish to lease a garage space. One garage space will be made available to each Unit Owner who requests one as the space becomes available, provided that present users of garage spaces shall have first priority to retain their present spaces under lease arrangements. If any garage spaces remain unallocated after present users have exercised their priorities, they will be made available to Unit owners not presently using garage spaces on the basis of one garage space for each Unit owner in the chronological order in which they acquired their units.

Section 2. Upon the leasing of an individual apartment by a Unit Owner, the right to use the garage space for his/her personal use shall remain with the Unit Owner but this right shall not be assignable by said Unit Owner to the tenant nor to any other person. If the Unit Owner, during such period of sub-leasing, does not wish the personal use of said garage space, the right to designate another Unit Owner to occupy the garage space shall revert to Council. The designation by Council shall be on the basis of the chronological order of acquiring ownership.

Section 3. If there are vacancies in the garage and no Unit Owner wishes to lease such vacant space from the Council, a Tenant leasing an apartment from a Unit Owner may lease such garage space on a month-to-month basis. Such month-to-month lease shall be terminated at the end of any month upon the request of any Unit Owner desiring to lease such garage space.

A Unit Owner whose garage space has been leased by Council to another Unit Owner as provided in Article XVII, section 2, and who wishes to resume occupancy of said garage space must first give Council at least 30 days prior written notice of intention to do so, said notice to become effective as of the end of the month following that in which said notice is given.

Section 4. If a garage space becomes available and there is no Unit Owner on a waiting list waiting to lease such garage space, it shall be

permissible for Council to lease such available garage space to a Unit Owner for storage for a second car provided (1) that such lease shall be only on a month-to-month basis and (2) the lease may be terminated at the end of any month upon request of any other Unit owner not having garage space at that time who makes known to Council or to management that he/she wishes to lease garage space.