

BY-LAWS

OF

THE EAGLES CONDOMINIUM ASSOCIATION

Amended November 12, 2014

Article I INTRODUCTORY PROVISION

- 1.1. Applicability.** These By-Laws provide for the governance of the Association pursuant to the requirements of Section 3306 of the Act, as amended, with respect to the Condominium created by the recording of the Declaration recorded in the Office of the Recorder of Deeds of Erie County in Record Book 981 at Page 579.
- 1.2. Definitions.** Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declarations to which these By-Laws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.
- 1.3. Compliance.** Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these By-Laws.
- 1.4. Business Location.** The business location of the Condominium, the Association, and the Executive Board shall be located at such a place or address as may be designated from time to time by the Executive Board.
- 1.5. Incorporation of Statutory Law.** Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Non-Profit Corporation Law of 1972 of the Commonwealth of Pennsylvania, 15 Pa. C.S. paragraph 7701 et seq., as the same may be amended from time to time (the "Corporation Law"). The "Board of Directors" described therein shall be referred to herein and in the Declarations as the "Executive Board."

Article II THE ASSOCIATION

- 2.1. Composition.** The Association is hereby organized on the date hereof as an unincorporated association. The Association shall be perpetual in terms of its existence. The Association shall consist of all the Unit Owners acting as a group in accordance with the Act, the Declarations, and these By-Laws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium, and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or managing agent, as more particularly set forth in these By-Laws.
- 2.2. Annual Meetings.** The annual meetings of the Association shall be held on the second Monday of May of each year, unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings, the Executive Board shall be elected by the ballot of the Unit Owners in accordance with the requirements of Section 3.3 of these By-Laws and such other business as may properly come before the meeting may be transacted.
- 2.3. Place of Meetings.** Meetings of the Association shall be held at the business location of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.
- 2.4. Special Meetings.** The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon petition signed and presented to the Secretary by Unit Owners entitled to cast at least 25% of the votes in the Association. The Notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within 45 days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure pursuant to Section 5.8 below, such meeting shall be held within 15 days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

- 2.5. Notice of Meetings.** The Secretary shall give to each Unit Owner a notice of each annual or regularly scheduled meeting of the Association at least 10 days but not more than 30 days, and of each special meeting of the Giving notice of meeting in the manner provided in this Section and Section 8.1 of the By-Laws shall be considered service of notice.
- 2.6. Adjournment of Meetings.** If, at any meeting of the Association, a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than 48 hours after the time for which the original meeting was called.
- 2.7. Voting.** Voting at all meetings of the Association shall be on a basis of 1 vote per Unit. Voting at all Executive Board Meetings shall be on a basis of 1 vote per office held. Where the ownership of a Unit is in more than 1 person, the person who shall be entitled to cast a vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than 1 person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310 (a) of the Act. There shall be deemed to be unanimous agreement of any 1 of the multiple owners who cast the vote allocated to the Unit without protest being properly made to the person presiding over the meeting by any of the other owners of the Unit. Such certificate shall be valid until revoked by subsequent certificate similarly executed. Subject to the requirement of the Act, wherever the approval or disapproval of the Unit Owner is required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except for a greater number as required by the Act, the Declaration or these By-Laws, the owners of a simple majority of the Units in the Condominium present and voting in person or by a proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election one vote as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such election shall be elected. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.
- 2.8. Proxies.** A vote may be cast in person or by proxy. If a Unit is owned by more than 1 person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy. No proxy shall be valid for a period in excess of 1 year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.
- 2.9. Quorum.** Except as set forth below, or unless a higher quorum requirement is imposed by the Pennsylvania Non-profit Corporation Law, the presence in person or by proxy of Unit Owners of 35% or more of the Units at the commencement of a meeting shall constitute a quorum at all meetings of the Unit Owners' Association.
- 2.10. Conduct of Meetings.** The President, or in his/her absence, the Vice President, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President, or in his absence, the Vice President, may appoint a person to serve as a parliamentarian at any meeting of the Association. The current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these By-Laws or the Act. All votes shall be tallied by tellers appointed by the President.

Article III EXECUTIVE BOARD

- 3.1. Numbers and Qualification.** The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of 5 natural persons, all of whom shall be Unit Owners.

3.2. Election and Term of Office.

- a. The election of the Executive Board shall be held at the annual meeting of the Association.
- b. Persons qualified to be members of the Executive Board may be nominated for election only as follows:
 - i. Any Unit Owner may submit to the Secretary, at least 10 days before the election is to be held, a nominating petition signed by Unit Owners owning at least 3 Units in the aggregate. This petition must include a statement indicating their willingness to serve on the Executive Board and specify the office he wants to secure. The Secretary shall mail, hand deliver or email the submitted nominations to each Unit Owner at least 5 days before the election meeting. First class US postage or email shall be considered sufficient for notice by mail.
 - ii. Nominations from the floor can be accepted at the meeting when the election is to be held. Each nomination must be made AND seconded by a separate Unit Owner.
- c. **Ballots and Method of Election.** Ballots shall be cast by Unit with each Unit entitled to 1 vote. Proxy voting is permitted provided the provisions of the Act, Declaration and By-Laws are followed. Unless otherwise specified or restricted in writing, the person casting the proxy ballot is entitled to vote the proxy ballot according to their preference. Each Unit comprising in total (the electorate) shall vote for no more than 5 nominees. The names shall be written on each ballot. The ballots shall be tallied by 3 Unit Owners not currently on the Board. The highest vote recipient in each office category will be considered elected to that position on the Executive Board. In the case of ties, a runoff shall be held among the tied vote recipients ONLY. The runoff shall be held in the same manner as the initial election. The electorate shall vote among the tied nominees only for the number of unfilled positions.
- d. **Term of Office.** The term of office of the Executive Board shall be fixed at 2 years. Election of officers will be staggered. The President, Treasurer, and the Member-at-Large will be elected on even years and the Vice President and Secretary will be elected on odd years. To facilitate this change in term of office, the election for Vice President and Secretary will be held at the May, 2015 Association Meeting.

3.3. Powers of Executive Board. The Executive Board may act in all instances on behalf of the Condominium Association with all the powers and limitations conveyed by 68 Pa.C.S. paragraph 3303 (Uniform Condominium Act).

- a. Detailed powers are provided by Article XVIII of the Declaration and are considered in force except where inconsistent with the Act.
- b. **Delegation of Powers. Managing Agent.** The Executive Board may, if appropriate, employ for the Condominium a Managing Agent at a compensation established by the Executive Board. The compensation must be reasonable and consistent with the duties to be performed. The Managing Agent shall not operate to the benefit of any Board Member or Unit Owner. The Managing Agent shall perform such duties and services as the Executive Board shall authorize including any or all of the duties listed in the Act, the Declaration or the By-Laws. Where the managing Agent cannot act under the Act, the Declaration or By-Laws, those duties may be performed as advisory or consultative to the Executive Board. The Managing Agent MAY NOT:
 - i. adopt the annual budget or an amendment thereto;
 - ii. adopt, appeal or amend Rules and Regulations of the Condominium Association;
 - iii. designate the signatories on Association bank accounts;
 - iv. borrow money on behalf of the Association;
 - v. acquire or mortgage Units; or
 - vi. alter, amend or in any way change these By-Laws and the Declaration.

Managing Agents must be contracted by the Association. The contract must provide for termination by cause with 30 days written notice and without cause with no more than 90 days written notice. The term of any contract may not exceed 2 years.

3.4. Removal or Resignation of Members of the Executive Board. At any regular or special meeting of the Association, duly called, any one or more of the members of the Executive Board may be removed with or without cause. The removal must be at a meeting with a majority of votes, provided a quorum of Unit Owners are present at the meeting. The quorum includes proxies. Any Unit Owner proposing removal of a Board Member must give notice to the Secretary with sufficient notice such that the Board Member whose removal is proposed shall be given at least 10 days notice of the time, place and purpose of the meeting. The Board Member whose removal

is proposed shall have the opportunity to be heard prior to any vote on such removal. A resignation shall be effective immediately upon receipt of the notice by any Board Member. A Board Member shall be considered to have resigned upon transfer of the title of his Unit.

- 3.5. Vacancies.** Any vacancy caused by reason other than removal by the Unit Owners shall be filled by a majority of votes of the remaining members of the Board. Each person so elected shall agree to serve and will complete the term of the member whose vacancy occurred. If resignations have occurred such that a quorum of the Executive Board cannot be established, the Association shall hold an election to fill vacancies.
- 3.6. Organization Meeting.** The first meeting of the Executive Board following the Association's annual meeting shall be held within 10 days at a time and place fixed by the President who presided at the annual meeting. Notice of the meeting shall be by hand delivery, first class mail or email.
- 3.7. Regular Meeting.** 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 Board. Such meetings must be held at least once every 4 months during the fiscal year. Notice of meetings of the Executive Board must have 3 days notice by first class mail, hand delivery or email. Any Unit Owner may attend an Executive Board meeting. The Unit Owner should call a Board Member to determine the date, time, and location of the meeting.
- 3.8. Special Meeting.** Special meetings of the Board may be called by the President or a majority of the Executive Board. These meetings require at least 3 days advance notice by first class mail, hand delivery, or email. The Executive Board may physically congregate without notice and hold a Special Meeting, provided all of the officers are present.
- 3.9. Waiver of Notice.** Any Board Member may waive the Executive Board notice of meeting requirements in writing. Attendance at a meeting waives notice requirements. If all members of the Executive Board are present at any meeting, no notice shall be required and any business may be transacted at such meeting.
- 3.10. Quorum of the Executive Board.** At all Executive Board meetings a majority of duly elected Board Members shall constitute a quorum for the transaction of business. All decisions of the Executive Board shall be a majority vote that must be recorded. Teleconferencing of Board Members is permitted, except that a majority of Board Members must be apprised of and approve such communications in advance.
- 3.11. Compensation.** No Board Member shall receive ANY compensation directly or indirectly for their actions. Reasonable expenses incurred by a Board Member acting on behalf of the Association may be reimbursed.
- 3.12. Conduct of Meetings.** The President shall preside over all meetings of the Executive Board and the Secretary shall keep minutes of all such meetings. The Secretary shall record all decisions, resolutions and actions taken by the Board. In the President's absence, the Vice-President may preside over the meeting. The meetings shall be conducted in accordance with the current edition of Robert's Rules of Order and in accord with the Act, the Declaration and the By-Laws.
- 3.13. Action Without Meeting.** Any Board Member may act on behalf of the Board in cases where delay may cause irreparable damage to Association property or endanger human life. These are emergency powers and must be reviewed by the entire Board at such time as is practicable.
- 3.14. Pro-tem Appointment.** If an Executive Board member will be absent for a prolonged period of time, he may nominate another Unit Owner to temporarily carry out the Board obligations of the absent Board Member. The nominated person must be approved by a vote of the remaining Board Members. The absent Board member will resume his duties upon return and the temporary appointment will cease as a Board Member.

ARTICLE IV OFFICERS

- 4.1. Designation.** The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Association at the annual meeting. The fifth member of the Board shall be designated as the Member-at-Large.
- 4.2. Removal of Officers.** Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor (officer) may be chosen by the Executive Board at any meeting of the Executive Board called for such purpose.
- 4.3. President.** The President shall be the chief executive officer of the Association and preside at all meetings of the Association and Executive Board. He shall have all of the general powers and duties which are incident to the

office of President of a corporation organized under the laws of Pennsylvania. The President shall have the power without limitation to appoint committees from among the Unit Owners from time to time as the President may, in his discretion decide are appropriate. These committees will assist in the conduct of the affairs of the Association. All committees so appointed must be approved within 30 days by the Executive Board.

- 4.4. Vice-President.** The Vice-President is entitled to serve as President of the Association with all powers thereof when the President is absent, incapacitated, or otherwise unable to fulfill the duties of President. In the event of removal or resignation of the President, the Vice-President shall serve as President until new elections of officers are held.
- 4.5. Secretary.** The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units shall be delivered, and in general, perform all duties incident to the office of Secretary of a corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any person, or cause to be provided to any person entitled thereto, a written statement of certification of the information required to be provided by the Association pursuant to Sections 3315(g), 3407(b) of the Act, and Section 5.9 and 5.11 below.
- 4.6. Treasurer.** The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depository as may from time to time be designated by the Executive Board and, in general, perform all duties incident to the office of Treasurer of a corporation organized under the laws of Pennsylvania.
- 4.7. Member-at-Large.** The Member-at-Large is the Board member who is not an officer but has all voting rights of an Executive Board member.
- 4.8. Bonding.** The Officers of the Association may be bonded at the discretion of the Executive Board at a rate deemed reasonable by the Executive Board.
- 4.9. Execution of Documents.** All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations shall be executed by any two officers of the Association. All official correspondence of the Association must be signed by at least one officer of the Association. In cases of an emergency, any two Board members may sign for expenditures. Periodic review of all expenses is a right reserved by the Executive Board at any time or any regular Board meeting. Emergency expenditures will always be reviewed.

ARTICLE V COMMON EXPENSES: BUDGET

- 5.1. 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 shall begin upon the recordation of the Declaration.
- 5.2. Preparation and Approval of Budget.**
- a. Sixty days before the beginning of the fiscal year, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the costs of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, material, insurance premiums, services, supplies and other expenses which may be declared to be Common Elements by the Act, the Declaration, these By-Laws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the property and the rendering to the Unit Owners of all related services. Such budget shall also include reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserve for contingencies and replacements.
 - b. Fifty five days before the beginning of the fiscal year, the Executive Board shall make the budget available for inspection and shall send to each Unit Owner a copy of the budget in a reasonable itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit

Owner's assessments for Common Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 5.7 below.

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

5.3. Assessment and Payment of Common Expenses.

- a. **General Common Expenses.** The Executive Board shall calculate the monthly assessments for Common Expenses against each Unit by multiplying (a) the total amount of the estimated funds required for the operation of the property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received, by (b) the Percentage interest (expressed in decimal form) allocated to such Unit, as defined in the Declaration, dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each owner's Unit as provided in the Act. Any net shortage, after application of such reserves as the Executive Board may determine, shall be assessed promptly against each Unit Owner in accordance with their Percentage Interests and shall be payable in one or more monthly assessments, as the Executive Board may determine.
- b. **Limited Expenses.** The Executive Board shall calculate the monthly assessments for any Limited Expenses to be assessed against each Unit obligated to pay any such Limited Expenses by multiplying;
 - i. the total amount of the estimated funds required for Limited Expenses set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from the operation of the Limited or Reserved Common Element to which the Limited Expenses pertain other than Limited Expenses assessments; by
 - ii. the share of Limited Expenses (expressed in decimal form) allocated to such Unit, and dividing the resultant product by the number of calendar months in such fiscal year.

Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each owner's Unit as provided in the Act and the Declaration. Within 90 days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage in a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Limited Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners obligated to pay Limited Expenses in accordance with their allocable share of Limited Expenses and shall be payable in one or more monthly assessments, as the Executive Board may determine.

- c. **Reserves.** The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including nonpayment of any Unit Owner's assessments, the Executive Board may at any time by majority vote levy further assessments for Common Expenses which shall be assessed against the Unit Owners according to their respective Percentage Interests, and shall be payable in one or more monthly assessments as the Executive Board may determine. The Executive Board shall at all times pay particular attention to the proper funding of the Association in order to meet the Association's obligations as owner of common facilities and the party responsible for maintenance of any controlled facilities.

5.4. Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Sections 5.3a and 5.3c or otherwise as permitted or required by the Act, the Declaration and these By-Laws by a statement in writing giving the amount and reasons therefore, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment which is due more than 10 days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be

obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections 5.3a and 5.3c.

5.5 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year plus 5% until the new annual or adjusted budget shall have been adopted and becomes effective.

5.6 Accounts: Audits/Reviews. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same shall be audited or reviewed at the Executive Board's discretion at least once each year by an independent accountant retained by the Executive Board. The Association may require an audit provided 35% of the Unit Owners request such in writing. Said request is to be delivered to the President of the Association. The audit must commence within 30 days and any expenses incurred will be treated as a Common Expense of the Association.

5.7. Rejection of Budget: Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association may reject any budget or capital expenditure approved by the Executive Board, within 30 days after approval by the Executive Board. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association where such is not budgeted is subject to the requirement that the majority consent of the Unit Owners entitled to cast at least two-thirds of the votes in the Association (is) obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required to (a) expend funds or incur expenses that are reasonably anticipated and will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than 5% of such aggregate amount after taking into account any projected increases in income, and (b) to borrow money so that loans of the Association then outstanding would exceed 5% of such aggregate amount. The failure of the Association or its Executive Board to cause an approved or adopted budget or a revised budget to be distributed to Unit Owners shall not render any adopted budget in effect.

5.8. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within 5 working days following a written request therefore to the Executive Board or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided further that subject to Section 3315(b)(2) of the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchase at a foreclosure sale shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such holder comes into possession thereof, except for claims for a pro rate share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

5.9. Collection of Assessments. The Executive Board, or the Managing Agent at the request of the Executive Board, shall take prompt action to collect any assessment for Common Expenses due from any Unit Owner which remains unpaid for more than 30 days from the due date for payment thereof. The failure of any Unit Owner to pay such assessment shall constitute a lien against the Unit and the Executive Board and/or Managing Agent shall be authorized to take all reasonable actions to place such lien of record and protect the interest of the Association. All assessments are due on the first of the month. A late fee of \$25 will be charged on any assessment not received

by the 15th of the month. The amount of the late fee and/or the time period allowed before a late fee is charged may be amended at the discretion of the Executive Board.

- 5.10. Statement of Common Expenses.** The Executive Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee, so requesting the same in writing, with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.
- 5.11. Insurance.** The Executive Board and the Association shall at all times maintain insurance protecting against loss by casualty or vandalism to the Common Facilities and against liability for personal injury, property damage or death resulting from the ownership, maintenance and/or condition of the Common Elements. Such insurance shall be in amounts determined to be commercially reasonable after consultation by the Board with licensed agents of reputable insurers. Such insurance shall name Millcreek Township as an additional insured. Millcreek Township shall be provided a Certificate of insurance with copies of all such policies and with all notices due and additional insured under applicable law.

ARTICLE VI COMPLIANCE AND DEFAULT

- 6.1. Relief.** Each Unit Owner shall be governed by, and shall comply with all of the terms of the Declaration, these By-Laws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:
- a. Additional Liability.** Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness of the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.
 - b. Costs and Attorney's Fees.** In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorney's fees.
 - c. No Waiver of Rights.** The failure of the Association, the Executive Board or a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Declarations, these By-Laws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these By-Laws, the Rules and Regulations or the Act or at law or in equity.
 - d. Abating and Enjoining Violations by Unit Owners.** The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any By-Law contained or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights:
 - i. to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition which may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in a manner of trespass; or
 - ii. to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

**ARTICLE VII
AMENDMENTS**

7.1. Amendments to By-Laws

- a. These By-Laws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these By-Laws that is defective, missing or inconsistent with any other provision herein, or with the Act or the Declaration, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens in all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.
- b. No amendment of the By-Laws affecting the rights of Millcreek Township or duties of the Association under the approved plan or agreements with Millcreek Township shall be effected or be valid without the prior written consent to such amendment by Millcreek Township.

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

7.3. Amendments to the Declaration. Any 2 officers, one of whom shall be the President or the Vice President, or Executive Board Members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

**ARTICLE VIII
MISCELLANEOUS**

- 8.1. Notices.** All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit);
- a. if to a Unit Owner at the single address which the Unit Owner shall designate in writing and file with the Secretary; or, if no such address is designated, at the address of the Unit of such Unit Owner; or
 - b. if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Managing Agent or such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.
- 8.2. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.
- 8.3. Gender.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 8.4. Mechanic's Liens Against Units.** Any Mechanic's Liens arising as a result of repairs to or improvements of a Unit by a Unit Owner shall be liens only against such Unit. Any Mechanic's Liens 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 paid by the Association as a Common Expense and until so paid shall be liens against each Unit in a percentage equal to the proportionate share of the Common Elements relating to such Unit.
- 8.5. Common Facilities.** The Declarant shall not transfer to the Association any ownership interest of a common facility or a responsibility for maintenance of a controlled facility if any, until the improvement has been certified by Millcreek Township as completed unless the facility is not a required improvement under the approved plan.

8.6. Duties of Unit Owners Upon Dissolution of Association. In the event of the dissolution of the Association or in the event the Association fails to discharge its duties under the Act or the Stormwater Maintenance Agreement with Millcreek Township, such duties shall become the duties of the individual Unit Owners such that each Unit and its owner shall be proportionately responsible for ownership and maintenance of the Common Elements and for the proportionate share of the Common Expenses.

8.7. Common Elements Ownership Transfers. The Association shall not have authority to transfer ownership or maintenance responsibility of a Common Element subject to the approved plan or agreement involving Millcreek Township without the prior written consent of the Board of Supervisors of Millcreek Township.

Originated Feb, 9 2003

As Amended: May 5, 2008, Nov 12, 2014

Adopted by the Eagles Condominium Association this 12 day of November, 2014.

President Nancy Price 11/12/14

**RULES AND REGULATIONS
OF
THE EAGLES CONDOMINIUM ASSOCIATION**

Amended June 23, 2020

INTRODUCTION

1. The Unit Owner(s) shall comply with all of these Rules and Regulations. Additionally, any tenants or lessees as well as any individuals contracted to or invited to the Unit shall also abide by these regulations. These Rules and Regulations govern the Association and all structures and real estate within the Association.
2. These Rules and Regulations may be amended, altered or revoked by a majority vote of either the Executive Board or the Association. Changes to these Rules and Regulations may be made at any scheduled meeting of the Board or the Association where such alterations are part of the meeting's agenda.
3. These Rules and Regulations are subject to the Declaration of Condominium for the Eagles Condominium Association and the Pennsylvania Uniform Condominium Act (The Act). The Act shall have supremacy in the event of any conflicts or ambiguities.
4. A condominium community involves proximate living. These Regulations are intended to foster both a sense of community and respect. Any obligations under these Regulations are intended to provide for an enjoyable, clean and safe neighborhood.
5. The Executive Board is empowered by The Act, the Declaration, and the By-Laws to ensure that all those subject to these Regulations adhere to the provisions of the Rules and Regulations. These Regulations apply to all and will be enforced without discrimination.

Definitions

As per Pennsylvania Condominium Act

These definitions apply to words that are capitalized only.

"The Act", or "Act" refers to the Pennsylvania Condominium Act.

"Declaration" refers to the Document filed in Erie County by Joseph Palermo, Jr. & D. Rea Palermo (the "Declaring") titled "Declaration of Condominiums for The Eagles Condominium Phase 1" recorded in the land records of Erie County, Pennsylvania on February 23, 2003 at Book 981, Page 579, and all amendments thereto.

"Association" means the Unit Owners Association of the Condominium and shall be known as the "The Eagles Condominium Association".

"Condominium" Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interests in the Common Elements are vested in the unit owners.

"Common Elements" means all portions of the Condominium other than the Units.

"Limited Common Element" A portion of the common elements allocated by or pursuant to the declaration or by operation of section 3202(2) or (4) (relating to unit boundaries) for the exclusive use of one or more but fewer than all of the units.

"Executive Board or Board" The body, regardless of name, designated in the declaration to act on behalf of the association.

"Unit" A portion of the condominium designated for separate ownership, the boundaries of which are described pursuant to section 3205(4) (relating to contents of declaration; all condominiums). The Act or Act refers to the Pennsylvania Condominium Act.

"Unit Owner" Any person, other than a declarant, who by means of a disposition acquires a legal or equitable interest in a unit, other than: (1) a leasehold interest (including renewal options) of less than 20 years, but a person who will become a unit owner in a leasehold condominium upon consummation of the disposition shall be deemed to be a purchaser; or (2) as security for an obligation.

RESTRICTION ON USE

1. The Condominium as defined in the Declaration and The Act shall be used solely and directly for residential housing. Each Unit is to be used as a single family residence.
2. There shall be no obstruction of the Common Elements unless prior consent of the Executive Board is obtained. Exceptions to this include any construction vehicles engaged in the construction within the Condominium.
3. Nothing shall be done to any Common Element that will alter the insurability of the Condominium without prior written consent of the Executive Board. Flammable substances must be kept in accordance with fire/safety regulations.
4. Garbage and refuse must be placed in appropriate containers for pick-up by Millcreek. Refuse containers must be removed from curbside on the day of collection and placed either inside the garage or on the side of the house behind a barrier which is to be approved prior to construction by the Executive Board, that will obstruct the view of garbage containers from the street. Refuse not acceptable for Millcreek collection must be disposed of at the Unit Owner's expense.
5. Any refuse generated as a result of Association or Executive Board actions will be disposed of and treated as a Common Expense.
6. All Unit Owner maintenance and repair responsibilities shall be done in conformity with the general style, design, and standards exhibited throughout the Association and all maintenance and repair responsibilities of the Unit Owners are subject to the prior approval of the Executive Board.
7. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness.
8. Alterations to the structure and structural appearance of the front of a Unit require written approval of the Executive Board. (This is both an insurability and liability issue for the Condominium.)
9. Nothing shall be done in any Unit, Limited Common Element or Common Element that may impair or significantly change the original structural integrity of the Unit without prior written approval of the Executive Board.
10. No activity shall be carried out in any Unit, Limited Common Element, or Common Element that creates an ongoing nuisance or annoyance to other Unit Owners or Unit occupants.

11. **No business, trade or occupation of any kind shall be conducted within any part of the Condominium listed or advertised as the business address or location with the exception of the Executive Board, which may conduct all of the business of the Association in or at any part of the Condominium.**
12. **“For Sale” signs may be posted in the front of a Unit on the Limited Common Element lawn only. No signs are permitted advertising sale of a Unit on any other condominium property. The sign should conform to currently accepted signage for residential real estate sales.**
13. **Appropriate interior window coverings, such as curtains, blinds or draperies must be installed on all windows of a Unit and must be properly maintained.**
14. **Seasonal furniture and plants may be displayed or utilized. Otherwise, anything attached to the Unit’s structural elements is prohibited without Executive Board permission. The porch railings and attached columns are not structural elements.**
15. **No external structural alterations shall be made to any Unit without prior written approval of the Executive Board.**
16. **No Unit shall be used for any unlawful purpose and no Unit Owner may engage in any unlawful activities in or upon his Unit.**

PET RULES

1. **Pets may be maintained in a Unit as long as:
The pet is not exotic or non-domestic in nature (this includes but is not limited to chickens, snakes, reptiles, pigs, monkeys, non-domesticated felines); and the pet is not a nuisance or an annoyance (this includes but is not limited to excessive barking); The following breeds of dogs are prohibited in this community. These breeds of dogs are not covered by our Insurer: Akita, Chow, Pit Bull aka Staffordshire Terrior, Presa Canario, Rottweiler, Sharpei and all Wolf Hybrids**
2. **Pets MAY NOT be maintained outside a Unit. (this includes but is not limited to dogs kept on ropes or chain or in dog houses, rabbits in cages etc.)**
3. **Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. The Unit Owner must maintain liability insurance.**
4. **Dogs MUST be leashed when outside of a Unit and on the Limited or Common Elements.**
5. **The pet owner is expected to exercise proper care and custody over the pet at all times. This includes proper disposal of pet waste.**

PARKING

1. **All Unit Owners shall refrain from parking in the street. Temporary parking in the street for short-term gatherings (i.e. a party or Association event) is permitted.**
2. **Parking that blocks driveways, sidewalks or mail boxes is not permitted. The Association will not be responsible for any adverse events resulting from improper parking of vehicles.**
3. **Unit Owners are responsible for the parking of any and all guests and invitees of the Unit Owner.**

4. The Executive Board may permit necessary parking of any vehicles conducting Association business.

ALTERATION AND MODIFICATION OF UNITS

1. Electrical and mechanical equipment used or installed in any part of the Unit shall be used in full compliance with both the manufacturer's instructions and applicable codes.
2. All contractors employed by the Unit Owner will be the responsibility of the Unit Owner. Unit Owners are required to ascertain whether any employed contractors are adequately insured. In the event a contractor is inadequately insured, the Association will bear no responsibility for any adverse events or damage to persons or property arising as a result of any contractor while in the employ of a Unit Owner.

All contractors performing work or alterations on a Unit *must* have proof of *both* disability and liability insurance. The policies must be in force and cover all persons or employees under the direction of said contractor. For construction projects that are expected to exceed \$10,000, the Association shall be named as an additional insured on the contractor's insurance policies and certificates of insurance evidencing the same shall be provided to the Executive Board. The Unit Owner will be financially liable to the Association for adverse events that may occur as a result of an improperly insured contractor.

3. Unit Owners wishing to perform interior alterations shall:
 - a. refrain from making any interior alteration that will:
 - i. Impair the electrical, structural or mechanical integrity of the Unit;
 - ii. Adversely impact the Association's insurance or insurability; or
 - iii. Violate any law, code, or ordinance.
 - b. have the Association's insurer review the alteration. Any additional insurance costs that fall under the Association policies will be the Unit Owner's responsibility.
 - c. be financially responsible for all costs associated with the alterations.
 - d. be financially responsible for all permits and inspections required by law.
4. Any construction altering the footprint of the Unit requires 100% approval of Association members as per Pa Condo Act section 3219 D. Zoning and construction permits are also required. Any alterations or renovations around bearing walls, roofing work such as installation of sky lights, solar tube lights, etc. major electrical, plumbing and HVAC work shall not be undertaken until approval is granted by the Executive Board.

GENERAL

1. The planting of additional flowers, trees or shrubbery in the front of any Unit is permitted by the Executive Board provided both good taste and a sense of neighborhood standards are maintained. The Association's appearance is founded on a sense of uniform appearance of the front of the Unit including the Common Elements. The planting of additional trees in the front of a Unit will require permission from the Executive Board. If a Unit Owner's landscaping

increases the Association’s grounds keeping costs, the Unit Owner will bear all additional costs.

2. Many Units have easements between them to allow access to sewer, electric, etc. *It is advisable to not place any permanent items (including vegetation) between the Units.* The Association will not be liable for any costs incurred by losses to Unit Owners should the easements be exercised. There are infrastructure items (sewer, storm water, electrical, etc.) between many of the Units. Any “enhancements” that damage these will be the responsibility of the Unit associated with the “enhancements”.

3. The Association will bear no financial or any other responsibility whatsoever for any planting or landscape enhancements to any Unit.

4. The back yard of the Unit may be planted or landscaped as long as good taste and proper maintenance of the enhancements occur. Any dilapidation or lack of maintenance in landscape enhancements may be remedied by the Executive Board at the Unit Owner’s cost.

5. No fences may be erected in the Condominium except as approved in writing by the Executive Board.

6. No swimming pools, either in-ground or above-ground, may be installed.

REPAIR AND MAINTENANCE

1. The Eagles Condominium Association is financially responsible for repair and maintenance of specific aspects of the Unit as defined in the Declaration and the Act. The members of the Executive Board may or may not have expertise in building maintenance and repair, but they are not elected for, nor do the By-Laws, Declarations, or The Act require that the Executive Board have such knowledge. The Executive Board is not responsible for discovering items needing either repair or maintenance.

2. Unit Owners are responsible for the diligence that any homeowner would exercise to maintain an ongoing awareness of actual maintenance and repair issues with respect to their own Unit.

3. In the event of an emergency, the Unit Owner should make a reasonable good faith effort to contact at least one Board Member or the Management Company. If there is an increasing likelihood of substantial peril to a Unit, the Unit Owner should affect the repairs and present the expenses to the Board. The Board will review the expenditures with the Association’s insurer. The Association will not be financially responsible for repairs to any non-Association insured items (i.e. television, sofa, enhancements, etc.). Contractors again must conform to the ALTERATION AND MODIFICATIONS OF UNITS Section of these Rules and Regulations.

<i>Repair/Replace Responsibility Checklist</i>			
	<i>Duty to Repair/Replace</i>	<i>Duty to Pay</i>	<i>Element Type</i>

Front Doors, including Garage Door and Trim	Unit Owner	Unit Owner	Part of Unit
Gutters and Downspouts	Association	Association	Common Element
Siding, Soffit and Facia	Association	Association	Common Element
Street Sidewalks	Association	Association	Common Element
Sidewalks to Front of House	Unit Owner	Unit Owner	Part of Unit
Driveways (Snow removal will remain the responsibility of the Association)	Unit Owner	Unit Owner	Part of Unit; however, snowplowing will remain the responsibility of the Association
Porches - Interior(railing and concrete pad)	Unit Owner	Unit Owner	Part of Unit
Porches - Exterior (Siding, soffit and facia)	Association	Association	Common Element
Light Fixtures on Garages and Porch	Unit Owner	Unit Owner	Part of Unit
Landscaping (Yard Areas) Maintenance	Association	Association	All grass, bushes in front yard . Any planting on side and behind units are Unit Owners responsibility
Landscaping Replace	Unit Owner	Unit Owner	Part of Unit
Roof	Association	Association	Common Element
Sprinkler System	Association	Association	Common Element
Chimney - Interior	Unit Owner	Unit Owner	Part of Unit
Chimney - Exterior (siding and cap)	Association	Association	Common Element
Furnace and Air Conditioning	Unit Owner	Unit Owner	Part of Unit, this includes any exterior parts of Heating/AC unit
Hot Water Tanks, Sump Pump	Unit Owner	Unit Owner	Part of Unit,
Deck Maintenance, Repair and Replacement	Unit Owner	Unit Owner	Part of Unit
Windows including Glass Block and Skylights	Unit Owner	Unit Owner	Part of Unit
Mailboxes	Unit Owner	Unit Owner	Part of Unit. Style must meet Board approval
Garage - Interior to include all doors and trim	Unit Owner	Unit Owner	Part of Unit
Garage - Exterior Siding and brick	Association	Association	Common Element
Foundation	Unit Owner	Unit Owner	Part of the Unit
Basement Walls	Unit Owner	Unit Owner	Part of Unit
Association Insurance Policy	Association	Association	Common Element
Radon Testing/Mitigation - Interior	Unit Owner	Unit Owner	Part of Unit
Extermination/Pest Control - Interior/Exterior	Unit Owner	Unit Owner	Part of Unit
Garage Entry Doors and trim on Side of Unit	Unit Owner	Unit Owner	Part of Unit
Drains - Interior*	Unit Owner	Unit Owner	Part of Unit
Drains - Exterior*	Association	Association	Common Element
Insulation	Unit Owner	Unit Owner	Part of Unit
Electric Meter	Unit Owner	Unit Owner	Part of Unit
Door Bell	Unit Owner	Unit Owner	Part of Unit
Cable TV, Telephone wiring, Satellite Dish etc.	Unit Owner	Unit Owner	Part of Unit

*Drains-Interior: any pipe that initiates or terminates in the Unit, ie. Sewage drains, Water supply lines.

*Drains-Exterior: are defined as any pipe that does not initiate or terminate in the Unit, ie. Gutter drains.

REIMBURSEMENT PROCEDURE FOR REPAIRS

If the cost of a **QUALIFYING** repair is less than \$500, the Unit Owner must secure the services of a contractor who qualifies under 2. of the ALTERATION AND MODIFICATIONS OF UNITS Section. The Unit Owner requests a written invoice and pays the contractor. The Unit Owner then submits the invoice with proof of payment to the managing agent, or Treasurer if no managing agent. A determination will be made that the repairs **QUALIFY** for reimbursement and that all the documentation is provided. At that time, the managing agent or Treasurer may reimburse the Unit Owner for the expenditure made.

If the cost of the **QUALIFYING** repair is more than \$500, the Unit Owner or Managing Agent must obtain two bids for the services of a contractor who qualifies under 2. of the ALTERATION AND MODIFICATIONS OF UNITS Section and present them to the Executive Board for approval *before* the work is started and *before the Unit Owner anticipates being reimbursed*.

If in doubt of what constitutes a **QUALIFYING** repair see the Repair/Replace Responsibility Quick Reference Sheet of the Association for ease of reference or contact a member of the Executive Board. The Repair/Replace Responsibility Quick Reference Sheet is meant for reference purposes only, and shall not be deemed determinative of the rights and duties of the parties.

RULES AND REGULATIONS REGARDING FRONT GARDENS

1. Front gardens can be reconfigured providing it does not affect the sprinkler system or utilities. Removal, damage to or replacement of sprinkler heads due to reconfiguration of gardens is at the expense of the Unit Owner.
2. Front gardens must be 75% three-season green shrubs no higher than 2 to 2 ½ feet.
3. Small, slow growing trees may be placed at ends of porches at the expense of the Unit Owner.
4. Shrubbery on both sides of garage door may be removed providing they are replaced with similar shrubs no higher than the light fixtures or by potted plants. If potted plants are used, the pots are to be removed by October 31.
5. If annuals are planted, they must be removed by end of season at the Unit Owner's expense.
6. Removal and Replacement of any tree, shrub, either dead or alive, is at the sole expense of the Unit Owner.
7. Any changes or exceptions listed above must have the prior approval of the Executive Board.

ALTERATIONS REQUIRING APPROVAL BY THE EXECUTIVE BOARD include, but are not limited to:

- **Front porch replacement. Color is limited to white. Style must be approved.**
- **Front door replacement. Certain styles have been approved. Color must be approved in advance. This includes storm door and front door.**
- **Replacement, painting of garage door**
- **Painting of house, shutters, front door**
- **Window replacement**
- **Replacement of light fixtures on garage and porch**
- **Interior or exterior changes that affect the structural integrity of the home by reducing the stability or safety of the structure. Must be approved in advance of construction. Zoning and construction permits would also be required.**
- **Adding an opening for a door or window into the house or basement wall**
- **Addition of a bathroom requiring digging into basement slab or foundation**
- **Conversion of basement into living space**
- **Repair of buried drain pipes from gutters**
- **Addition of a new deck, not replacement of existing unless the structure is expanded or changed significantly**
- **Mailboxes**

Originated

2/19/2003

Amended

5/7/2007, 3/19/2008, 5/5/2008, 11/12/2014, 5/14/2018

Ratified:

President

Nancy Price _____ Date _____