



THE FAIRWAYS OF OAKMONT

P.O. BOX 341 ♦ OAKMONT PA 15139-0341

**Corrective Amended and Restated  
Code of Regulations  
of the Fairways Village Condominium  
Revision 1A**

**Recorded at the Office of the Recorder of Deeds, Allegheny County, Pennsylvania**

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**AMENDED AND RESTATED CODE OF REGULATIONS  
FOR THE FAIRWAYS VILLAGE CONDOMINIUM**

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**AMENDED AND RESTATED CODE OF REGULATIONS FOR THE FAIRWAYS  
VILLAGE CONDOMINIUM**

WHEREAS, The Fairways Village Condominium Code of Regulations was adopted on May 14, 1980 and recorded on that same date in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Vol. 6253, Page 486;

WHEREAS, at a meeting of the Unit owners duly held in accordance with the provisions of such Code of Regulations on May 28, 1985, by the vote of more than 50% of all Unit owners cast in person or by proxy, such Code of Regulations was amended and restated, and such amendments and restatement were effective upon the recordation thereof in the Recorder's Office of Allegheny County Pennsylvania in Deed Book Volume 7159, page 506; and

WHEREAS, at various meetings of the Unit Owners duly held in accordance with the provisions of such Code of Regulations, by the vote of more than 50% of all Unit Owners cast in person or by proxy, such Code of Regulations was amended, and such amendments were effective upon the recordation thereof in the Recorder's Office of Allegheny County Pennsylvania, as follows: Deed Book Volume 7970, page 57 and Deed Book Volume 9492, page 38; and

WHEREAS, at a meeting of the Unit Owners duly held in accordance with the provisions of such Code of Regulations on 24th of April, 2005, by the vote of more than 50% of all Unit Owners cast in person or by proxy, such Code of Regulations was amended and restated, and such amendments and restatement are as provided in the following Amended and Restated Code of Regulations of The Fairways Village Condominium, to be effective as the Amended and Restated Code of Regulations of the Condominium upon the recordation hereof in the Recorder's Office of Allegheny County Pennsylvania.

NOW THEREFORE, the provisions of the Code of Regulations are hereby amended and restated in their entirety as follows

**ARTICLE I  
APPLICABLE STATUTE**

This Amended and Restated Code of Regulations (hereinafter referred to as the "Code of Regulations" as that term is more completely defined in the Declaration) is adopted pursuant to the Unit Property Act (the "Unit Property Act") of the Commonwealth of Pennsylvania Act of July 3, 1963, P.L. 196, and only to the extent required by Article 3102 of the Uniform Condominium Act of the Commonwealth of Pennsylvania, Act of July 2, 1980, P.L. 286, (the "Uniform Condominium Act"), subject to the provisions of the Uniform Condominium Act.

**ARTICLE II  
IDENTITY OF PROPERTY**

The Property to which this Code of Regulations shall apply is situated in the Borough of Oakmont, Allegheny County, Pennsylvania, and is more fully described in the Amended and Restated Declaration of Condominium (hereinafter referred to as "Declaration") recorded contemporaneously herewith in the Recorder's Office of Allegheny County, Pennsylvania, in the Declaration Plan (hereinafter "Declaration Plan" as that term is defined in the Declaration) recorded at Plan Book Vol. 10 1, Pages 1-7 in the same office and in any amendment to the Declaration Plan filed contemporaneously herewith.

**ARTICLE III  
DEFINITIONS**

Unless the context hereof otherwise clearly indicates, all terms used herein shall have the same meaning as those terms defined in the Unit Property Act or in the Declaration.

**ARTICLE IV  
NAME AND ADDRESS**

- A. Name. The Condominium shall be known by the name of The Fairways Village Condominium.
- B. Address. The registered office of The Fairways Village Condominium shall be Oakmont, Pennsylvania 15139.

**ARTICLE V  
THE FAIRWAYS VILLAGE CONDOMINIUM ASSOCIATION**

- A. Membership. All Unit Owners at The Fairways Village Condominium shall be members of The Fairways Village Condominium Association (the “Association”). Each Unit is entitled to one vote.
- B. Annual Meetings. Annual meetings of the Unit Owners shall be held on the fourth Sunday of April of each year. If the day for the annual meeting of the Unit Owners is Easter Sunday, then the annual meeting will be held at the same hour on the next succeeding Sunday.
- C. Budget Meeting.
  - (1) Once each year during February, Council shall solicit the input of Unit Owners on the Budget of the Association for the next fiscal year. Council shall be required to obtain Unit Owner approval of the Annual Budget.
  - (2) In order to approve the Budget, at least 33 1/3% of all Unit Owners must cast a ballot of which at least 51% of such ballots cast must vote to approve the Budget.
  - (3) If the Unit Owners reject the proposed Budget, Council shall prepare a revised Budget and again submit it for Unit Owner approval. This process shall continue until Unit Owner approval has been received. During the period of time that the Budget revisions are being made, the monthly assessments that were in effect for the prior year shall continue and shall be adjusted if necessary only once the new Budget has been approved and adopted by the Unit Owners.
- D. Fiscal Year. The fiscal year of the Association shall begin on the first day of April and end on the last day of March of every year.
- E. Financial Review. Within ninety (90) days of the end of each fiscal year, Council, at its discretion, shall cause to be conducted a review of the financial records of the Association. A copy of the results of such review shall be made available to Unit Owners by Council upon request.
  - (1) Notwithstanding the above, upon a petition signed and presented to the Secretary by not less than 33-1/3 percent in the aggregate of all Unit Owners, Council shall cause a review of the financial records of the Association by an independent certified public accountant.
- F. Place of Meeting. The meeting of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Council.
- G. Special Meetings. It shall be the duty of the President to call a Special Meeting of the Unit Owners, if so directed by a resolution of the Council, upon petition, signed and presented to the Secretary, or upon petition signed and presented to the Secretary by not less than 33-1/3% in the aggregate of all Unit Owners, irrespective

of their aggregate undivided ownership of the Common Elements. The notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a Special Meeting except as stated in the notice. Council is put on notice to call a Special Meeting on the day that a petition is signed and submitted to the Secretary of Council.

- H. Notice of Meetings. The Secretary shall deliver a notice of each Annual or Special Meeting of the Unit Owners at least seven but not more than twenty days prior to such meeting, stating the purpose thereof if the meeting is a special meeting, as well as the time and place where it is to be held. Such notice shall be delivered to each Unit Owner of record at the Unit address or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The delivery or notice of meeting herein provided shall be considered service of notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a Unit Owner at any meeting of the Unit Owners shall constitute a waiver of notice by him of the time and place thereof.
- I. Quorum. Except as otherwise provided herein, the presence in person or by proxy of 33- 1/3% in the aggregate of all Unit Owners, irrespective of their aggregate undivided ownership of the Common Elements shall constitute a quorum at all meetings of the Unit Owners. If, however, such quorum shall not be present or represented at any meeting, the Unit Owners entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The Unit Owners at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough votes to leave less than quorum.
- J. Conduct of the Meetings. The order of business at the Annual Meeting of the Unit Owners or at any Special Meeting as far as practicable shall be:
- (1) calling of the roll and certifying the proxies;
  - (2) proof of notice of meeting or waiver of notice;
  - (3) reading and disposal of any unapproved minutes;
  - (4) receiving reports of officers;
  - (5) receiving reports of committees;
  - (6) election of inspector of election, if applicable;
  - (7) election of directors, if necessary;
  - (8) old business;
  - (9) new business; and
  - (10) adjournment;
- K. Voting. At all meetings of the Unit Owners, each Unit Owner may vote in person or by proxy. Except as otherwise provided in the Declaration or Code of Regulations, all motions, resolutions and the like of the Unit Owners shall be passed by a vote of a Majority of Unit Owners represented at the meeting either in person or by proxy. If two or more Persons, individuals, fiduciaries or otherwise, own a Unit, regardless of the form of joint ownership, and if only one or more of such Persons is present in person or by proxy at a meeting of the Unit Owners, then all of the votes which such Unit Owners are entitled to cast will be deemed to be represented at such meeting for the purpose of establishing a quorum, and the Secretary shall accept as the vote of all such Unit Owners the vote cast by one or the majority of them; if, however, such Persons are equally divided upon the manner of casting the votes held by them, then such votes shall be divided equally among such Persons, without prejudice to the rights of any of the joint owners thereof among themselves; provided, however, if there is filed with the Secretary (i) a copy, certified by an attorney-at-law to be correct, of the relevant portions of an agreement under which such Joint ownership is held or an agreement under which a trust or estate owning such Unit was created, (ii) a decree of court authorizing such Persons to cast their votes or (iii) a decree of court directing the casting of such votes, then the Person or Persons specified as having such voting power in the latest document so filed, and only such Person or Persons, shall be entitled to cast such votes but only in accord therewith.

L. Proxies.

- (1) A Unit Owner may cast his or her vote by proxy for any purpose for which Unit Owners may vote under the Declaration or the Code of Regulations, and any proxy so given may be used to establish a quorum at any meeting for which such vote is taken. Every proxy shall be executed in writing by the Unit Owner or by his duly authorized attorney-in-fact and filed with the Secretary no later than 12:00 p.m. of the day of the meeting for which such proxy is given. Any proxy not timely filed with the Secretary shall be null and void and ineffective for all purposes, including without limitation, the establishment of a quorum at such meeting. Every proxy which is duly executed and filed may be used to establish a quorum at any meeting for which such proxy is given. Every proxy will be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy will not be effective until written notice of the revocation has been given the Secretary.
- (2) No unrevoked proxy will be valid after eleven months from the date of its execution unless a longer time is expressly provided in the proxy, but in no event will a proxy be voted after three years from the date of its execution. A proxy will not be revoked by the death or incapacity of the maker or giver of the proxy unless before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary. Every proxy will be revoked automatically upon the conveyance by a Unit Owner of his Unit or termination of occupancy as the case may be. A proxy will be deemed suspended for the duration of any meeting which the Unit Owner giving the proxy chooses to attend and vote in person. Joint owners of a Unit, regardless of the form of joint ownership, may cast their votes by proxy in accordance with the provisions of Paragraph K of this Article as if such Unit Owner or Unit Owners were present in person to cast such votes. If two or more proxies are filed with the Secretary, and if such proxies appoint different proxy holders or cast conflicting votes on any matter to be voted upon the proxy, and if such proxies are all signed by the same Unit Owner or Unit Owners, then all such proxies, unless a written request is filed with the Secretary before 12:00 pm. on the date of the meeting requesting that all previously filed proxies be revoked.

**ARTICLE VI  
COUNCIL**

- A. Number and Qualifications. The Council shall be composed of seven (7) persons, all of whom shall be elected by the Unit Owners. Any member of Council elected by the Unit Owners shall be a Unit Owner and also a resident of a Unit at the time of election. An elected member of Council must remain a resident during the term of office.
- B. Nomination, Election and Term of Office.
  - (1) Nomination for election to the Council shall be by petition. Except as provided below, nominations for election to the Council will not be accepted from the floor of the annual meeting, or any adjournment thereof. Subject to the provisions of Article VI, Paragraph A above, to become a candidate for election to the Council a member must file with the Secretary of the Association a petition of candidacy in form approved by the Council signed by 5 or more members of the Association. Such petition must be filed no later than 12:00 p.m. of the date which is 30 days prior to the date of the annual meeting. If such date falls on a weekend day or holiday, then such petition of candidacy may be filed with the Secretary before 12:00 p.m. of the next succeeding business day. Any petition of candidacy not timely filed will be null and void and ineffective for all purposes. In the event that the number of candidates who have submitted a petition for candidacy is less than the number of Council vacancies, then nominations from the floor can be accepted.
  - (2) Members of Council shall be elected for a term of two years with four (4) members elected in the odd numbered years and three (3) members being elected in the even numbered years. Council members are limited to three (3) consecutive two (2) year terms. If a person has served for three (3) consecutive two (2) year terms, they will be eligible to again run for Council after a one (1) year absence. All Council elections shall be held in accordance with the provisions of this Code of Regulations. Each member of Council must be elected by a vote of a majority of the Unit Owners casting ballots at the Annual Meeting of Unit Owners.



- (3) If at any meeting for election of members of Council, more than twice the number of candidates to be elected at such meeting are nominated, then in such event there shall be two (2) ballots for membership on Council.
  - (4) At the end of the first ballot, the field of nominees shall be reduced so that there are no more than twice as many candidates running as there are positions to be filled with the candidates receiving the least votes eliminated. A second ballot shall be held, and on the second ballot, the candidates receiving the greatest number of votes shall be declared elected.
  - (5) If there are no more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot with the candidates receiving the greatest number of votes being declared elected.
- C. Powers and Duties. The Council shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the Declaration or by this Code of Regulations may not be delegated to the Council by the Unit Owners. Such powers and duties of the Council shall include but shall not be limited to the following:
- (1) operation, care, maintenance and repair of the Common Elements, and to the extent required by the Declaration, the care, maintenance and repair of the Limited Common Elements, of the exposed exterior surface of the Units themselves and of the Units themselves as specifically required by the Declaration and this Code of Regulations;
  - (2) determination of the Common Expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the Property. The Council shall have the right to make a final determination of any claim or dispute by a Unit Owner as to whether any charge or expense applies against the Unit Owner rather than the Common Elements and such determination shall be final, conclusive and binding;
  - (3) collection of Assessments from the Unit Owners including any late charges for failure of Unit Owner to pay timely his proportionate share of the Common Expenses. Council may designate an agent for the purpose of collecting Common Expenses and for the purpose of making disbursements there from on behalf of the Council;
  - (4) employment and dismissal of personnel or entering into contracts necessary for the maintenance and operation of the Common Elements; all contracts to be approved by a majority of the Council and recorded in the minutes of the meeting.
  - (5) adoption and amendment of rules and regulations covering the details of the operation and use of the Property (hereinafter referred to as the “Rules and Regulations”) including without limitation, window coverings and parking areas and spaces;
  - (6) opening of bank accounts on behalf of the Association and designating the signatories required thereon;
  - (7) the Council shall have the power to enforce obligations of the Unit Owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Association, including the right to bring lawsuits to enforce the Rules and Regulations promulgated by the Council. The Council shall have the power to levy fines against the Unit Owners for violations of the provisions of the Declaration, the Code of Regulations or the Rules and Regulations. No fine may be levied for more than \$50.00 for anyone violation; but for each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Special Assessment to be levied against the particular Unit Owner involved, and collection maybe enforced by the Council in the same manner as the Council is entitled to enforce collection of Assessments;
  - (8) Council may employ a Managing Agent or Manager for the Condominium upon approval of 67% of all of the Unit Owners in the aggregate. If a Managing Agent or Manager is so approved by the Unit Owners, Council shall establish the duties and services to be performed by such Managing Agent or Manager with the specific provision that Council may not delegate to the Managing Agent or Manager its discretionary powers.
  - (9) maintenance of insurance relating to the Insurable Interest of the Council in the Property as set forth in the Declaration;

- (10) the purchase or lease or other acquisition (including an acquisition pursuant to a foreclosure or other judicial sale) in the name of the Council or its designees, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease by or on behalf of their owners.
  - (11) the borrowing of money for the operation, maintenance, repair and improvement of the Common Elements; provided, however, the Council may not incur debt (including debt incurred to finance the acquisition of Units) which in the aggregate exceeds \$50,000 unless so authorized by the Majority of Unit Owners.
- D. Removal of Members of the Council. At any duly held regular or Special Meeting of the Unit Owners, anyone or more members of the Council may be removed with or without cause by the vote of a Majority of Unit Owners, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Council whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. All Unit Owners shall be notified of any pending removal of one or more members of Council prior to any regular or Special Meeting.
- E. Vacancies.
- (1) Vacancies in the Council caused by any reason shall be filled by a vote of a majority of the remaining members of the Council at a special meeting of the Council held for that purpose within 15 days after the occurrence of any such vacancy, even though the members of the Council present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Council for the remainder of the term of the member whose term he is filling and until his successor shall be elected. All resident owners shall be notified of such Special Meeting of Council and the purpose.
  - (2) Any member of the Council who is absent from three consecutive meetings of the Council shall be deemed to have given notice of his resignation to the Council as of the date of such third meeting. At the conclusion of such meeting, or at the next meeting of the Council, the remaining members of Council shall be authorized to elect another Unit Owner to the Council in accordance with the provisions of this Code of Regulations. Any person elected to fill a vacancy on Council shall be elected for the remainder of the term of the member whose term he is filling and until his successor shall be elected.
- F. Compensation. No member of the Council shall receive any compensation directly or indirectly, in any manner whatsoever, while holding the position of a member of Council. However, a member of Council shall be reimbursed for out-of-pocket expenses incurred by such Council member for the direct benefit of the Association.
- G. Meetings of the Council. The First Meeting of the Council following the Annual Meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at their Annual Meeting and no notice shall be necessary. Thereafter, regular meetings of the Council may be held at such times and place as shall be determined from time to time by a majority of the members of Council but at least two additional, meetings shall be held each year. In addition:
- (1) Council shall set an annual schedule for regular Council meetings, setting forth the time and location of each meeting. The meeting location should be large enough to accommodate Unit Owners;
  - (2) Council shall prepare an agenda for each meeting which provides for Unit Owner participation;
  - (3) A report of each Council meeting and actions taken shall be published on a monthly basis. The report to the unit owners shall include a list of major discussion items ; to be discussed at the next month's Council meeting;
  - (4) Notice of regular Council meetings shall be given to each member of the Council by mail or telegram at least seven business days prior to the day of the meeting; and
  - (5) Special Meetings of the Council may be called by the President on three business days notice to each member of the Council, given by mail or telegram, which notice shall state time, place and purpose of the meeting. Special Meetings shall also be called by the President in like manner and on like notice on the written request of at least three (3) member of the Council. Any members of the Council may, at any

time, waive notice of any meeting of the Council in writing and such waiver shall be deemed equivalent to the giving on notice. Actual attendance by the members of Council at any meeting of the Council shall constitute a waiver of notice of the time and place thereof.

- H. Quorum of the Council. At all meetings of the Council, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Council present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Council there shall be less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.
- I. Election of Officers. At the first meeting of the Council following the annual meeting of the Unit Owners, the Council shall elect a President, Vice President, Secretary and Treasurer of the Association. The Secretary need not be a member of the Council but may be appointed by the Council. All officers and members of the Council having the responsibility of handling funds of the Association are to be bonded at the expense of the Association. In addition:
- (1) The President shall be the chief executive officer of the Association and shall preside at all meetings of the Unit Owners and the Council, and shall have general powers and duties, which are incident to the office of a president of a non-stock corporation, including but not limited to the power to appoint such committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the affairs of the Association;
  - (2) The Vice President shall take the place of the President or perform his duties whenever the President shall be absent or unable to act;
  - (3) The Secretary shall keep the minutes of all meetings of the Unit Owners and the Council, and shall have charge of such books and records as the Council may direct. He shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation;
  - (4) The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for the keeping of full and accurate records and books of account.
  - (5) All agreements, contracts, leases, deeds, checks and other instruments of the Association shall be executed by two officers or by such other person or persons as may be designated by the Council;
  - (6) Upon the affirmative vote of a majority of the members of the Council, any officer may be removed either with or without cause and his successor may be elected at any regular meeting of the Council at any special meeting of Council called for such purpose; and
  - (7) An officer of Council shall hold only one officer position at any one time.
- J. Eligibility of Members of Council as Officers. Nothing herein contained shall prohibit a member of Council from being an Officer.
- K. Consent Action. Any business which may be adopted at a meeting of Council may be adopted without a meeting if all members of the Council so consent in writing.

**ARTICLE VII  
TITLE OF UNITS**

Title to Units may be taken in the name of an individual, or in the names of two or more persons as tenants in common or as joint tenants with right of survivorship, or in the name of a corporation or partnership, or in the name of a fiduciary.

**ARTICLE VIII  
MAINTENANCE, REPAIR & ALTERATIONS OF PROPERTY**

- A. Maintenance of Exterior and Structure. Notwithstanding a Unit Owner's ownership or use of a Unit and the Limited Common Element appurtenant thereto, the care, maintenance and repair of the Limited Common Elements and the exposed exterior surface of the Units themselves (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner) shall be the responsibility of the Council, with the cost thereof charged as a Common Expense. Notwithstanding the foregoing, it shall be the responsibility of the Unit Owner to maintain, repair and replace all windows, screens, skylights, sliding glass doors, garage doors, entrance doors, screen doors, awnings, and associated hardware on the perimeter of his Unit, except in cases involving a Casualty. All maintenance of and repair to the remainder of any Unit, structure or non-structural, ordinary or extraordinary, shall be made by the Owner of such Unit, and each Unit Owner shall be responsible for damages to any and all other Units, Limited Common Elements and the Common Elements which his failure to so maintain and repair might cause. In the event that the failure of a Unit Owner to repair or maintain his Unit in accordance with this paragraph adversely affects the safety of any Unit Owner or appearance of the Common Elements or of a Unit or Units (an appurtenants thereto) belonging to another Unit Owner, the Council shall have the option to undertake the repair or maintenance of the Unit and the Owner of such Unit shall reimburse the Council in full for all expenses incurred in connection with such repair or maintenance.
- B. By the Council
- (1) All maintenance, repairs and replacements to the Common Elements (unless necessitated by negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner) shall be made by the Council and be charged to all Unit Owners as a Common Expense. Notwithstanding the foregoing, if a Unit or any personal property contained or found therein is damaged as the result of (a) the exposed exterior surface of a Unit, a Limited Common Element and the Common Elements being damaged or suffering damage or by the exposed exterior surface of the Unit, a Limited Common element or Common Elements failing to act or perform in a manner in which they were intended. Irrespective of whether such damage results from or is caused by the design, maintenance, repair or operation of such exposed exterior surface of the Unit, a Limited Common Element or Common Elements, or (b) the repair, replacement or restoration of the exposed exterior surface of a Unit, a Limited Association will have no responsibility whatsoever to repair, replace or restore any such damaged personal property in the Unit, and the sole responsibility of the Council and the Association with respect to the repair or restoration of the Unit itself will be to restore such Unit to its "pre-decorated" condition.
  - (2) All other costs and expenses of repair or restoration of the Unit or repair, replacement or restoration of the personal property contained or found therein, including without limitation the costs of repairing, replacing or restoring wall and ceiling coverings, decorative wall hangings, mirrors (decorative or otherwise), lighting fixtures, draperies, curtains, window treatments of any kind, carpeting, rugs, floor coverings of any kind, furniture, appliances, object d'art, bric-a-brac knickknacks and the like, will be the sole responsibility of the Owner of such Unit.
  - (3) Provided, however, if damage to a Unit or any personal property contained or found therein is caused by the negligence of a person whom Council or the Association employed (irrespective of whether such person was an agent, servant or employee of the Association or an independent contractor) for the purpose of maintaining, repairing, replacing or restoring the exposed exterior surface of a Unit, Limited Common Elements or the Common Elements, then the cost of repairing such damage shall be borne by the Association and charged to all Unit Owners as a Common Expense.
  - (4) Each Unit Owner shall grant to the Council or any person it authorizes a right of access to his Unit for the purpose of maintaining, repairing, inspecting, improving or altering the Common Elements and Limited Common Elements. This right of entry shall be exercised only during reasonable daylight hours or such other times as shall be consented to by the Owners and Residents of the Unit involved and then, whenever practicable, only after advance notice to the Owners and Residents of the Unit involved. In case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner or Residents are present at the time.

C. By Unit Owners

- (1) If due to the negligence, misuse, imprudent action or neglect of a Unit Owner, a Resident, guest, invitee, other authorized occupant, or visitor of such Unit, damage shall be caused to the Common Elements, Limited Common Elements or to the Unit Owner's own Unit or to a Unit owned by another, and maintenance, repairs or replacements shall be required, then the Owner of such Unit shall pay the amount to correct such damage, as determined by the Council.
- (2) The maintenance, repair and replacement of any Limited Common Element including any balcony, porch and patio shall be made by the Council and charged to all Unit Owners as a Common Expense in accordance with the provisions of Paragraph B (1) of this Article. However, the Unit Owner shall be responsible for all snow removal and cleaning of the balcony, porch or patio. If any Unit Owner fails to discharge such responsibilities, then the Council may do so and charge the Unit Owner the cost thereof.
- (3) Each Unit Owner shall be responsible for, at his own expense, all maintenance, repairs and replacements of private elements such as refrigerators, ranges, dishwashers, disposals and other kitchen appliances, furnace, water heater, air conditioning and lighting fixtures and other electrical appliances and all interior plumbing fixtures and the natural gas and water lines found within the exterior boundaries of the Unit and serving his Unit.
- (4) To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units, the Limited Common Elements or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the control of the Council.
- (5) Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his Unit, including painting, wall covering, washing, cleaning, paneling floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating.
- (6) The interior and exterior surfaces of all windows, screens, skylights, sliding glass doors, garage doors, and entrance doors are the expense of each respective Unit Owner.
- (7) The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the control of Council. Decisions regarding the decorating of the Common Elements shall be made by Council and charged to all Unit Owners as a Common Expense. Decorating of any Limited Common Elements shall be at the expense of the Unit Owner, but shall be subject to the control of Council.

**ARTICLE IX  
INSURANCE**

The Council or such other person as the Council may appoint as insurance trustee for each of the Unit Owners in the percentage established by the Declaration, shall be required to obtain and maintain to the extent obtainable, without prejudice to the right of each Unit Owner to insure his own Unit for his own benefit, the following insurance policies:

- A. Authority to Purchase. Named Insured. All insurance policies covering the Property shall be purchased by the Council. The named insured shall be the Council individually and as agent for the Owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Owners.
- B. Coverage. The Council shall obtain and maintain in effect, for the benefit of all Unit Owners, the following insurance coverage:
  - (1) Casualty. All building and improvements upon the land shall be insured in an amount equal to 100% of the insurable replacement cost, without deduction for depreciation, and in any event shall not be less than the aggregate principal amount of all mortgages encumbering the Property; provided, however, that any policies of property insurance may, at the option of Council, contain a deductible provision in an amount determined by the Council but not to exceed Five Thousand Dollars (\$5,000), shall not include coverage



on the furniture, fixtures, or other personal property supplied or installed by Unit Owners. The amount of such casualty insurance shall be determined annually by the Council. Such coverage shall afford protection against:

- (a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement with reasonable deductible per peril (no living expense endorsement shall be required for such policies), and vandalism and malicious mischief.
- (b) Contents insurance equal to an amount determined by Council for real and personal property under common ownership of the Unit Owners.

(2) Liability.

- (a) Comprehensive public liability insurance in such amounts and with such coverage as shall be required by the Council.
- (b) Officers and directors liability insurance in such amounts and with such coverage as shall be required by Council.

- C. Premiums. Premiums upon insurance policies purchased by the Council shall be paid by the Council as a Common Expense; however, nothing herein shall be construed in any way to prejudice Owners from carrying their own insurance policies, provided such insurance does not impair the coverage afforded by the insurance purchased by the Council.
- D. Insurance Trustee, Shares of Proceeds. All insurance policies purchased by the Council shall be for the benefit of the Council and the Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to a person designated by the Council as trustee. The duty of the trustee shall be to receive such proceeds as are paid pursuant to an insured loss and hold the proceeds in trust for the purposes elsewhere stated in the Code of Regulations and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the trustee:
- (1) Common Elements. Proceeds on account of damage to Common Elements, an undivided share for each Unit Owner, such share being the same as the undivided interest in the Common Elements appurtenant to his Unit.
  - (2) Units and Limited Common Elements. Proceeds on account of damage to Units and the Limited Common Elements appurtenant thereto shall be held in the following undivided shares:
    - (a) When the improvements to be restored—for the Unit Owners of damaged Units and the Limited Common Elements appurtenant thereto in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Council.
    - (b) When the property is not to be restored—an undivided share for each Unit Owner of the damaged Units, such share being equal to each Unit Owner’s respective share of the total percentage interest in the Common Elements for the Units contained in a damaged Building.
  - (3) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Code of Regulations.
- E. Distribution of Proceeds. Proceeds of insurance policies received by the trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:
- (1) Expenses of the trustee. All expenses of the trustee shall be paid first or provisions made for such payment.
  - (2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as set forth in paragraph A of Article X hereof.

Any proceeds remaining after defraying such costs shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their mortgages being payable jointly to them. This provision is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

- (3) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Unit Owners and their mortgagees, being payable jointly to them.
- F. Council as Agent. The Council is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien on a Unit and for each Unit Owner of any other interest in the property to adjust all claims arising under insurance policies purchased by the Council and to execute and deliver releases upon the payment of claims.
- G. Waiver of Subrogation. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance or of invalidity arising from any acts of the insured.
- H. Waiver of Claims. Each Unit Owner and the Council shall waive and release any and all claims which he or it may have against any other Unit Owner, the Association, the Council and members thereof, for damage to the Common Elements, the Limited Common Elements or the Units, or to any personal property located therein, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.
- I. Damage Caused by Unit Owner. If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements, or to the Limited Common Elements or Unit or Units owned himself or others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Council to the extent that such payment is not waived or released under the provisions of Paragraph H above.
- J. Extent of Waiver. Any release or waiver referred to in Paragraph H or I above shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover there under. The Unit Owners and the Council, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.
- K. Failure of Council to Process Claim. If the Council fails within sixty (60) days of an insured loss to initiate a claim for damages recoverable under the property insurance policy(ies) obtained by the Council, then the holder of any mortgage encumbering the damaged Unit or portion of Property may initiate such a claim on behalf of the Council. At least once every three (3) years, but more frequently if in the Council's judgment the Property is rapidly appreciating in value, the Council shall cause an appraisal of the Property to be made for the purpose of determining the current full insurable replacement value of the insured Property, without considering depreciation, and the Council shall change the amount of property insurance on the Property to the amount of the then current full insurable replacement value of the Property as established by such appraisal; provided, however, that such insurance shall not be decreased below the aggregate principal amount of all mortgages encumbering the Property.
- L. Alterations. Each Unit Owner shall notify the Council in writing of any additions, alterations or improvements to his Unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Council. The Council shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so, and if such Unit Owner shall make arrangements satisfactory to the Council to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Council shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

- M. Other Insurance. The Council may obtain such other forms of insurance as the Council shall elect to effect including Council members and officers liability insurance and such worker's compensation insurance as may be necessary to comply with applicable laws.
- N. Fidelity Insurance. The Council shall obtain a fidelity bond or bonds insurance to protect against dishonest acts on the part of members, officers, agents, employees, volunteers and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds or insurance shall name the Association as an obligee or insured and shall be in the amount equal to 150% of the then current Common Expense budget or such higher amount as the Council deems appropriate. Such bond or bonds or insurance shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or other appropriate provisions to assure coverage of such persons.
- O. Cancellation. The Council shall use its best efforts to secure policies providing that the policies cannot be canceled, invalidated or suspended on account of the conduct of anyone or more individual Unit Owners or any officer or employee of the Council or managing agent, if any, without a prior demand in writing that the Council or managing agent, as the case may be, cure the defect and without a reasonable period of time thereafter in which to cure the same.
- P. Owner Responsibility. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and insurance for his personal liability to the extent not covered by insurance maintained by the Council shall be the responsibility of each such Unit Owner.

**ARTICLE X  
RECONSTRUCTION OR REPAIR AFTER CASUALTY**

- A. Determination to Reconstruct or Repair. In the event any part of the Property shall be damaged by casualty, the determination of whether or not such damaged Property shall be reconstructed or repaired shall be made in the following manner:
  - (1) Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Elements shall be reconstructed or repaired.
  - (2) Building.
    - (a) Lesser damage. If the damaged improvements comprise less than 50% of a Building, other than a Common Element, and the Limited Common Elements appurtenant to the Units contained in the Building, the damaged improvements shall be reconstructed or repaired;
    - (b) Major damage. If the damaged improvements comprise more than 50% of a Building, other than a Common Element, and the Limited Common Elements appurtenant to the Units contained in the Building, and are found by the Council to be not tenantable, then the damaged improvements will not be reconstructed or repaired unless within 60 days after the casualty the Owners with an aggregate total of 75% of the undivided interests of the Common Elements for the Units contained in the damaged Building agree in writing to such reconstruction or repair.
- B. Plans and Specifications. Any reconstruction or repair by a Unit Owner must be in accordance with the plans and specifications approved by the Council. Any Building which is not repaired must be razed and the land on which the Building was located must be restored to the condition of the land immediately prior to the original construction of the damaged Building.
- C. Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction, and repair after casualty.



- D. Estimates of Costs. Immediately after determination is made to rebuild or repair damage to Property for which the Council has the responsibility of reconstruction and repair, the Council shall obtain reliable and detailed estimates of the costs to rebuild or repair.

**ARTICLE XI  
COMMON EXPENSES**

- A. Payment of Common Expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Council pursuant to the authority granted to the Council under this Code of Regulations. At its option, the Council may authorize the Assessments for the Common Expenses to be collected by a mortgagee of one or more Units or by any other servicing agent.
- B. Collection of Assessments. The Council shall levy Assessments against the Unit Owners to defray the Common Expenses. Prior to each fiscal year, the Council shall allocate to each Unit its share of the estimated Common Expenses for the coming fiscal year as provided for in the Declaration. One-twelfth of the Common Charge shall be due and payable on or before the fifth day of each month during the fiscal year. If a monthly Common Charge is not paid by the tenth of the month in which it is due, a late charge in an amount to be established from time to time by Council shall be imposed automatically against the Unit Owner. Such late charge shall be immediately due and payable. If the monthly Common Charge is not paid within thirty (30) days after the due date, the remaining monthly Common Charges for the current fiscal year shall become immediately due and payable without notice of such to the Unit Owner.

Any Special Assessments shall be due and payable thirty (30) days from the Date of the Assessment. Any fine shall be due and payable the day that the decision imposing the fine becomes final under the fine system established pursuant to the Rules and Regulations. Any Assessment whether a Common Charge, a Special Assessment, a late charge or a fine, which is delinquent for more than thirty days from the date it is due shall bear interest at the maximum rate of interest permitted by law and could be subject to additional fines as determined by Council. The Council shall from time to time during the fiscal year compare the actual Common Expenses for the fiscal year against the estimated Common Expenses. To the extent that the Council determines that actual Common Expenses for the fiscal year shall exceed the estimated Common Expenses, the Council shall have the option to increase the Common Charge per Unit for the remaining months of the fiscal year to cover any deficiency in current operating funds or have the option to use whatever reserve funds or funding options that are deemed necessary and appropriate.

- C. Default in Payment of Common Charges. In the event of any default by any Unit Owner in the payment of the Assessments determined to be due, such Unit Owners shall be obligated to pay all expenses of the Association in collecting such Assessments, including without limitation (i) all administrative expenses of the Association and (ii) the Association's attorney's fees in an amount not less than the greater of 25% of the outstanding balance due the Association or \$300.00. The Council shall have the right and duty to recover such past due Assessments together with such interest and costs in an action to recover the same brought against the Unit Owner under all powers and procedures granted by law. All past due Assessments together with such interest and costs, shall be a lien against the Unit of each Unit Owner liable therefore.

**ARTICLE XII  
EMINENT DOMAIN**

Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination each Unit Owner shall be entitled to a share in the damages in the same proportion as his individual interest in the Common Elements.

**ARTICLE XIII  
ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY COUNCIL**

- A. Additions, Alteration or Improvements. Any addition, alteration or improvements to be made to the Common Elements must be reviewed and approved by Council as set forth in Article VII of the Declaration.
- B. Emergency Causing Damage. In the event of any emergency which could cause damage to any Building(s) or part(s) thereof or Limited Elements appurtenant to Units contained in such Buildings, the Council may expend sums as necessary to protect said Building(s) or Part(s) or limited Elements appurtenant to Units contained in such Buildings and the Judgment of Council shall be final.

**ARTICLE XIV  
ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE UNIT OWNERS**

- A. Prior Written Consent. In addition to the provisions set forth in Article VII of the Declaration, no Unit Owner or Resident shall make any structural addition, structural partition or wall change or structural alteration or improvement in or to his Unit without prior written consent of Council and as applicable, the required approval of the Municipality or other government authority having jurisdiction.
- B. Unit Owner Expense. Unit Owners shall, at their own expense, replace and repair windows, skylights, sliding patio doors, garage doors, entrance doors, screen doors and awnings providing they conform to the original integrity of the architectural design.

**ARTICLE XV  
RIGHT OF ACCESS**

Each Unit Owner shall grant a right of access to his Unit and Limited Common Element to the manager and the managing agent and any other person authorized by the Council for the purpose of making inspection and for the purpose of correcting any condition originating in his Unit or Limited Common Element and threatening another Unit, Limited Common Element or Common Element; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner or Resident of the Unit involved. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner or Resident is present at the time or not.

**ARTICLE XVI  
EXCULPATION OF COUNCIL AND OFFICERS**

Neither the Council as a body nor any member thereof nor any Officer of the Association 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 the Association in the execution of their respective duties. Unless acting in bad faith, no member of Council or Officer of the Association shall be liable to any Unit Owner or other person for misfeasance or malfeasance in office.

**ARTICLE XVII  
UTILITY SUPPLY AND PAYMENT**

Electricity, gas (if available), water and sewage disposal shall be supplied by the utility company or authority serving the area, directly to each Unit through a separate meter for each Unit, and each Unit Owner shall be required to pay the bills for same consumed or used by his Unit and the Limited Common Element appurtenant to his Unit. The utilities serving the Common Elements and facilities shall be metered separately and the Council shall pay for same as a Common Expense.

**ARTICLE XVIII  
INDEMNIFICATION**

- A. Standards. The Association shall reimburse or indemnify each member of the Council, officer and employee of the Association for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any civil, criminal, administrative or investigative claim, action, suit or proceeding (whether brought by or in the name of the Association), in which he may become involved as a party or otherwise by reason of his being or having been such member of the Council, officer or employee, or by reason of any action taken or not taken in such capacity, whether or not he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of this Code, provided that (1) in respect of any action by or in the right of the Association, such person was not guilty of willful misconduct to the Association and (2) in all respects to all other actions such person acted in good faith in what he reasonably believed to be in the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- B. Definitions. As used in this Code of Regulations the term “liabilities and expenses” shall include but not be limited to counsel fees, expenses and disbursements, the amounts of judgments, fines or penalties against, and amounts paid in settlement by a member of the Council, officer or employee, but shall not include amount paid to the Association itself unless approved by a court.
- C. Basis of Indemnification. Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him only if it shall be determined that such person has met the standards set forth in Paragraph A of this Article, either (1) by the Council, acting by a quorum consisting of two or more members other than those involved in the action, or (2) if there are not at least two members then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association his or their written opinion to such effect.
- D. Expenses. Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.
- E. Nonexclusive Right. The foregoing right of reimbursement or indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled, and in the event of his death, shall extend to his heirs and personal representatives.
- F. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Council, officer, employee or agent of the Association, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article XVIII.

**ARTICLE XIX  
MISCELLANEOUS**

- A. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books and records of the condominium, including financial records, minutes of meetings, and any other records of the Association at a reasonable time, upon prior request to do so made no less than two (2) days prior to the date of such examination. Unit owners may make such a request to either the Secretary of the Council or to any member of Council.
- B. Notices. All notices hereunder to the Association, except for service of process as provided in the Declaration, shall be sent by certified mail to the Council in care of the President of the Association and to the managing agent if there be a managing agent. All notices to any Unit Owner shall be sent by first class mail, postage prepaid, to the Unit address, or to such other address as may have been designated by him from time to time in writing to the Council. Except as otherwise provided herein, all notices shall be deemed to have been given when mailed except notices to the Association of change of address which shall be deemed to have been given when received.
- C. Invalidity. The invalidity of any part of this Code of Regulations shall not impair or affect in any manner the enforceability or effect of the balance of this Code of Regulations.
- D. Waiver. No restriction, condition, obligation or covenants contained in this Code of Regulations shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- E. Gender. The use of the masculine gender shall include the female gender, and the use of the singular shall include the plural, and vice-versa, whenever the context so requires.
- F. Headings. The article and paragraph headings herein are for convenience of reference only, and shall not in any way affect the interpretation or construction hereof.
- G. Robert's Rules. All meetings of Council and the Unit Owners shall be conducted in accordance with Robert's Rules of Order.

**ARTICLE XX  
AMENDMENT OF CODE OF REGULATIONS**

- A. Amendment. This Code of Regulations may be amended only by the vote of Unit Owners who own at least 67% of the undivided interests in the Common Elements cast in person or by proxy at a meeting duly held for such purpose.
- B. Effective Date of Amendment. No such amendment shall be effective until recorded in the Recorder's Office of Allegheny County, Pennsylvania.

**ARTICLE XXI  
CONFLICTS**

- A. Compliance. This Code of Regulations is set forth to comply with the requirements of the Unit Property Act and the Uniform Condominium Act. In the case of any conflict between this Code of Regulations and the provisions of the Unit Property Act, or the Uniform Condominium Act or of the Declaration, the provisions of such statutes or of the Declaration, as the case may be, shall control.
- B. Conflict. In the event of a conflict between the terms and conditions set forth in this Code of Regulation and the Rules and Regulations promulgated by Council, the terms and conditions of this Code of Regulations shall control.