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3 **AMENDED AND RESTATED BYLAWS**
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5 **WYOMISSING MEADOWS HOMEOWNERS ASSOCIATION**
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10 Berks County
11 Commonwealth of Pennsylvania
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17 Dated as of Xxxxxxx, 2025
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Table of Contents

Article I – Applicability; Definitions; Declaration and Statutes.....	1
Section 1.1 – Applicability.....	1
(a) – Property.....	1
(b) – Homeowners, Residents and Guests.....	1
Section 1.2 – Definitions.....	1
Section 1.3 – Declaration of Condominium and Uniform Condominium Act; Conflicts.....	1
Article II – The Association.....	1
Section 2.1 – Composition and Responsibilities.....	1
Section 2.2 – Annual Meetings.....	2
(a) – Timing.....	2
(b) – Attendees.....	2
(c) – Creation of Annual Meeting Notice and Agenda.....	2
(d) – Distribution of Annual Meeting Notice and Agenda.....	2
(e) – Requirements for Transaction Business.....	2
(i) – Inclusion in Annual Meeting Notice and Agenda.....	2
(ii) – Presence of a Quorum.....	3
Section 2.3 – Special Meetings.....	3
(a) – Calling Special Meetings; Creation of Special Meeting Agenda.....	3
(b) – Attendees.....	3
(c) - Distribution of Special Meeting Notice and Agenda.....	3
(d) – Requirements for Voting.....	4
(i) - Inclusion in Special Meeting Notice and Agenda.....	4
(ii) – Presence of a Quorum.....	4
Section 2.4 – Conduct of Association Meetings.....	5
(a) – Presiding Officer.....	5
(b) – Minutes.....	5
(c) – Recording.....	5
(d) – Parliamentary; Robert’s Rules of Order.....	5
Section 2.5 – Voting.....	5
(a) – Voting Rights.....	5
(b) – Sale of Vote Prohibited.....	5
(c) – Voting Procedures.....	5

1	(d) – Proxies.....	5
2	(e) – Name of Individual Voting.....	6
3	(f) – Majority Vote Required.....	6
4		
5	Section 2.6 – Action of Association Without a Meeting.....	6
6	(a) – Notice of Action by Written Consent.....	6
7	(b) – Determination of Quorum.....	6
8	(c) – Determination of Result.....	6
9	(d) – Executive Board Review.....	7
10		
11	Article III – Executive Board.....	7
12		
13	Section 3.1 – Composition, Term, Officers, Standard of Performance.....	7
14	(a) – Composition.....	7
15	(b) – Term.....	7
16	(c) – Officers and At Large Member.....	7
17	(i) – President.....	7
18	(ii) – Vice-President.....	8
19	(iii) – Treasurer.....	8
20	(iv) – Secretary.....	8
21	(v) – At Large Member.....	8
22	(d) – Standard of Performance.....	8
23	(e) – Delegation of Executive Board Members’ Duties.....	8
24		
25	Section 3.2 – Election of Executive Board Members.....	8
26	(a) – Nominations.....	8
27	(b) – Elections.....	9
28	(i) – Meet the Candidates Meeting.....	9
29	(ii) Election Meeting.....	9
30	(c) - Acclamation.....	9
31		
32	Section 3.3 – Meetings of Executive Board.....	9
33	(a) – Cadence of and Convening Executive Board Meetings.....	9
34	(i) – Quarterly Meetings.....	9
35	(ii) – Convening Routine Meetings.....	9
36	(iii) – Convening Emergency Meetings.....	9
37	(b) – Conduct of Executive Board Meetings.....	10
38	(i) – Presiding Officer.....	10
39	(ii) – Minutes.....	10
40	(iii) – Remote Participation.....	10
41	(iv) – Quorum.....	10
42	(v) – Voting.....	10
43	(vi) – Action by Written Consent.....	10
44	(vii) – Homeowner Attendance at Executive Board Meetings.....	10
45	(c) – Requirements of Particular Executive Board Meetings.....	10
46	(i) – Election of Officers.....	10

1	(ii) – Budget.....	10
2		
3	Section 3.4 – Resignation and Removal.....	11
4	(a) – Resignation.....	11
5	(b) – Removal by Homeowners.....	11
6	(i) – Without Nominating Replacement.....	11
7	(ii) – With Nominating Replacements.....	11
8	(iii) – Special Voting Procedures for Removal.....	11
9	(c) – Removal by Executive Board.....	13
10		
11	Section 3.5 – Vacancies.....	13
12	(a) – Following Resignation or Executive Board Removal.....	13
13	(b) – Following Homeowner Removal.....	14
14		
15	Section 3.6 – Compensation.....	14
16		
17	Section 3.7 – Powers and Duties of the Executive Board.....	14
18	(a) – Administration, Operation and Maintenance.....	14
19	(b) – Budgets and Assessments.....	15
20	(i) – Budget Adoption.....	15
21	(ii) – Distribution of Budget to Homeowners.....	15
22	(iii) – Calculation of Assessment.....	16
23	(iv) – Distribution of Budget Reconciliation	
24	Report to Homeowners.....	16
25	(v) – Extraordinary Expenses and Special Assessments.....	16
26	(vi) – Failure to Adopt Budget.....	16
27	(vii) – Homeowner Objection to Budget.....	17
28	(c) – Financial Records, Controls and Audits.....	17
29	(i) – Financial Records.....	17
30	(ii) – Controls.....	17
31	(a) – Authorization.....	17
32	(b) – Payment.....	17
33	(iii) – Audits.....	18
34	(d) – Requests for Quotes and Bids.....	18
35	(e) – Independent Reserve Study.....	18
36	(f) – Records Retention.....	18
37		
38	Article IV – Amendments.....	18
39		
40	Section 4.1 – Amendments by Homeowners.....	18
41		
42	Section 4.2 – Amendments by Operation of Law.....	19
43		
44	Article V – Limitation of Liability; Indemnification; Liability Insurance.....	19
45		
46	Section 5.1 – Limitation of Liability.....	19

Section 5.2 – Indemnification.....	19
Section 5.3 – Directors and Officers Liability Insurance.....	19
Article VI – General Provisions.....	19
Section 6.1 – Fines; Liens; and Collections.....	19
(a) Fines.....	19
(b) Liens.....	19
(c) Collections.....	19
Section 6.2 – Homeowner Liability; Continuing Violations.....	20
(a) – Homeowner Liability.....	20
(b) - Continuing Violations.....	20
Section 6.3 – Imposition of Fines; Revocation of Good Standing Status.....	20
Section 6.4 – Alternative Dispute Resolution; Costs and Attorneys Fees.....	20
(a) – Voluntary Dispute Resolution.....	20
(b) - Costs and Attorneys’ Fees.....	20
Section 6.5 – No Waiver of Rights; Cumulative Rights.....	20
Section 6.6 – Remote Participation.....	21
Section 6.7 – Authorized Resident.....	21
Section 6.8 - Purchase and Sale of Units.....	21
Section 6.9 – Notices.....	22
(a) – To Homeowners.....	22
(i) - Homeowners Address List.....	22
(ii) - Preference for Use of Electronic Communications.....	22
(iii) - Deemed Delivery.....	22
(b) – To Association.....	22
Section 6.10 – Severability.....	22
Section 6.11 – Headings.....	22

1	Annex One – Definitions.....	23
2		
3	Annex Two – Managing Agent.....	28
4		
5	Annex Three – Calculation of Quorum and Vote Totals.....	30
6		
7	Annex Four – Deed Book and Page Number of Declaration and its Amendments.....	33
8		
9	Annex Five – Form of Records Retention Schedule.....	34
10		
11		
12		
13		
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15		
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1
2 **THESE AMENDED AND RESTATED BYLAWS** have been adopted this ____ day of
3 _____, 2025, by the Wyomissing Meadows Homeowners Association, an
4 unincorporated Pennsylvania association.

5
6 **W I T N E S S E T H:**

7
8 **ARTICLE I**
9 **APPLICABILITY; DEFINITIONS; DECLARATION AND STATUTES**

10
11 **Section 1.1. Applicability.**

12
13 (a) **Property.** The Bylaws are applicable solely to the Property.

14
15 (b) **Homeowners, Residents and Guests.** The Bylaws and any Rules and Regulations
16 issued pursuant thereto are binding on all Homeowners and Residents. To the extent
17 that any Homeowners and/or Residents invite any guests or other third parties to their Unit, such
18 Homeowner and/or Resident shall be responsible for the guest or third party's compliance with
19 them.

20
21 **Section 1.2. Definitions.** The capitalized terms used herein are defined in Annex One
22 of these Bylaws.

23
24 **Section 1.3. Declaration of Condominium and Uniform Condominium Act;**
25 **Conflicts.** These Bylaws are adopted pursuant to the Declaration of Condominium of
26 Wyomissing Meadows Condominium as amended and recorded in the deed books and pages set
27 forth in Annex Four, and the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §3101 *et*
28 *seq.* To the extent that any provision of these Bylaws is or becomes inconsistent with any
29 provision of the Declaration, the provisions of the Declaration govern. To the extent that any
30 provision of these Bylaws is or becomes inconsistent with the Act, the provisions of the Act
31 govern. A copy of the Declaration is available on the Association Website Owner's Portal
32 (<https://www.wyomissingmeadows.net>)

33
34 **ARTICLE II**
35 **THE ASSOCIATION**

36
37 **Section 2.1. Composition and Responsibilities.** The Association shall consist of all of
38 the Homeowners acting as a group pursuant to the Act, the Declaration, and the Bylaws. The
39 Association shall have the responsibility for administering the Condominium, establishing the
40 means and methods of collecting Assessments, Special Assessments, Fines and any other charges
41 (including legal fees); arranging for the management of the Condominium; and performing all of
42 the other acts that may be required or permitted by the Act, the Declaration, and the Bylaws.
43 Except as to those matters that the Act or the Declaration require to be performed by the Vote of
44 the Association, the foregoing responsibilities shall be performed by the Executive Board or
45 those to which the Executive Board delegates such responsibilities pursuant to Sections 3.1(e)
46 and 3.7(a).

1
2 **Section 2.2. Annual Meetings.**
3

4 (a) **Timing.** No later than sixty (60) days prior to the end of the Fiscal Year the
5 Association shall hold its Annual Meeting on a date and time and at a location designated by the
6 Executive Board.
7

8 (b) **Attendees.** The Annual Meeting shall be open to all Homeowners.
9

10 (c) **Creation of Annual Meeting Agenda.** The Executive Board shall create
11 the Annual Meeting Agenda. It shall include: (i) the presentation of the Financial Report; (ii) a
12 Vote by the Association on nominees for open positions on the Executive Board; (iii) any matter
13 that the Executive Board may designate in the Annual Meeting Agenda, including any matters
14 that are to be Voted on or that are required to be included in the Annual Meeting Agenda by
15 Section 3219 of the Act (proposed amendments to Declaration) and Section 3308 of the Act
16 (proposed amendments to Declaration, budget or assessment changes, and removal of executive
17 board members) and (iv) a short period set by the Presiding Officer during which one or more
18 Homeowners in Good Standing may raise any matter not on the Annual Meeting Agenda,
19 provided that no action is taken at the Annual Meeting in connection with such matter.
20

21 (d) **Distribution of Annual Meeting Notice and Agenda.** No earlier than eighty (80)
22 days nor later than ten (10) Business Days prior to the date of the Annual Meeting, the Secretary
23 shall send to each Homeowner the Annual Meeting Notice and Agenda. The Annual Meeting
24 Notice and Agenda shall include: (i) the date, time and location of the Annual Meeting; (ii) a list
25 of all means available to Homeowners in Good Standing for Voting and a Proxy form for each
26 Homeowner in Good Standing to complete if he or she elects to vote by Proxy; (iii) the Annual
27 Meeting Agenda prepared by the Executive Board pursuant to subsection (c); (iv) an explanation
28 of each item on the Annual Meeting Agenda in sufficient detail to provide Homeowners with an
29 understanding of each of such items; (v) a copy of all nomination petitions together with the one-
30 page biographical sketch of each Homeowner who is a candidate for Executive Board previously
31 submitted to the Secretary pursuant to Section 3.2(a), along with the date, time and location of
32 any required Meet the Candidates Meeting; and (vi) the Good Standing Determination Date,
33 which shall be 2 (two) Business Days prior to the date of the Annual Meeting.
34

35 (e) **Requirements for Voting.**
36

37 (i) **Inclusion in Annual Meeting Notice and Agenda.** Voting at the Annual
38 Meeting shall be limited to those matters identified in the Annual Meeting Notice and Agenda. If
39 a Homeowner in Good Standing objects to Voting on any matter identified in the Annual Meeting
40 Notice and Agenda because of an alleged deficiency therein, the Homeowner's remedy shall be
41 to make a motion to table such matter. If the motion to table is adopted by a Majority Vote of
42 Homeowners in attendance there shall be no Vote in connection with the matter and Voting shall
43 proceed to any other matters identified in Annual Meeting Notice and Agenda. No earlier than
44 fifteen (15) Business Days following the adjournment, a Special Meeting may be called pursuant
45 to Section 2.3 to consider the matter that was tabled.
46

1 **(ii) Presence of a Quorum.** The applicable Annual Meeting Quorum shall be
2 deemed present throughout an Association Annual Meeting if, when such meeting is called to
3 order there is present at least a number of Homeowners in Good Standing equal to or greater than
4 the applicable Annual Meeting Quorum. The Annual Meeting Quorum shall be at least thirty (30)
5 percent of Homeowners in Good Standing. In the absence of an Annual Meeting Quorum, the
6 Annual Meeting shall be adjourned. A Second Annual Meeting may be called pursuant to Section
7 2.2 for a date no earlier than fifteen (15) Business Days following the date on which the Annual
8 Meeting was adjourned pursuant to this subsection (ii) by sending a Second Annual Meeting
9 Notice and Agenda. The Second Annual Meeting Quorum shall be at least twenty (20) percent of
10 Homeowners in Good Standing. In the absence of a Second Annual Meeting Quorum, a Third
11 Annual Meeting may be called pursuant to Section 2.2 for a date no earlier than fifteen (15)
12 Business Days following the date on which the Second Annual Meeting was adjourned pursuant
13 to this subsection (ii) by sending a Third Annual Meeting Notice and Agenda. The Third Annual
14 Meeting Quorum shall be at least ten (10) percent of Homeowners in Good Standing. In the
15 absence of a Third Annual Meeting Quorum, a Fourth Annual Meeting may be called pursuant to
16 Section 2.2 for a date no earlier than fifteen Business Days following the date on which the Third
17 Annual Meeting was adjourned pursuant to this subsection (ii) by sending a Fourth Annual
18 Meeting Notice and Agenda; provided, however, that notwithstanding anything to the contrary in
19 these Bylaws or the Declaration, the Fourth Annual Meeting Notice and Agenda shall state that
20 those Homeowners in Good Standing who are present when the Fourth Annual Meeting is called
21 to order shall constitute the Fourth Annual Meeting Quorum in accordance with Section 3309(a)
22 of the Act. For purposes of this Section 2.2(e), the Good Standing Determination Date shall be
23 two Business Days prior to the date of the particular Annual Meeting set forth in the applicable
24 meeting notice.

25
26 **Section 2.3. Special Meetings.**

27
28 **(a) Calling Special Meetings; Creation of Special Meeting Agenda.** A Special
29 Meeting may be called at any time by: (x) the President; (y) the Executive Board following the
30 adoption of a resolution calling for such meeting; or (z) the Homeowners in Good Standing by
31 means of a petition requesting a Special Meeting that is signed by at least twenty percent (20%)
32 of Homeowners in Good Standing; provided, however, that the President, or the Executive Board
33 resolution, or the Homeowners' petition, respectively, set forth in reasonable detail and clarity
34 the agenda items to be acted upon during the Special Meeting. The Special Meeting shall be held
35 no later than sixty (60) days following the date on which: (x) the President calls the Special
36 Meeting; (y) the Executive Board adopts the resolution calling for the Special Meeting; or (z) the
37 Secretary certifies that the petition requesting the Special Meeting satisfies the requirements of
38 this Subsection. The Secretary shall provide such certification within ten (10) days of the receipt
39 of the Homeowners' petition. The agenda items set forth in the Special Meeting Request shall
40 comprise the Special Meeting Agenda.

41
42 **(b) Attendees.** Special Meetings shall be open to all Homeowners.

43
44 **(c) Distribution of Special Meeting Notice and Agenda.** No later than ten (10)
45 Business Days prior to the date of the Special Meeting, the Secretary shall send to each
46 Homeowner the Special Meeting Notice and Agenda; provided, however, that if the Special

1 Meeting Notice and Agenda includes a Vote pursuant to Section 3.4(b), the Secretary shall send
2 to each Homeowner the Special Meeting Notice and Agenda no later than thirty (30) Business
3 Days prior to the date of the Special Meeting. The Special Meeting Notice and Agenda shall
4 include: (v) the date, time and location of the Special Meeting; (w) the Special Meeting Agenda
5 made pursuant to Subsection (a); (x) an explanation of each item on the Special Meeting Agenda
6 in sufficient detail to provide Homeowners with an understanding of each of such item ; (y) a list
7 of all means available to Homeowners in Good Standing for Voting and a Proxy form for each
8 Homeowner in Good Standing to complete if he or she elects to vote by Proxy; and (z) the Good
9 Standing Determination Day. For purposes of this Section 2.3(c), the Good Standing
10 Determination Date shall be two Business Days prior to the date of the Special Meeting.
11

12 **(d) Requirements for Voting.**
13

14 **(i) Inclusion in Adequate Special Meeting Notice and Agenda.**

15 Voting at a Special Meeting shall be limited to those matters identified in Special Meeting Notice
16 and Agenda. If a Homeowner in Good Standing objects to Voting in connection with any matter
17 identified in the Special Meeting Notice and Agenda because of an alleged deficiency in the
18 Special Meeting Notice and Agenda, the Homeowner's remedy shall be to make a motion to
19 table such matter. If the motion to table is adopted by a Majority Vote of Homeowners in Good
20 Standing, there shall be no Vote taken on the matter and Voting shall proceed to the other
21 matters, if any, identified in the Special Meeting Notice and Agenda. If there are no such other
22 matters the Special Meeting shall be adjourned. No earlier than fifteen (15) Business Days
23 following the adjournment, another Special Meeting may be called pursuant to Section 2.3(a)
24 and (c) to consider the matter that was tabled.
25

26 **(ii) Presence of a Quorum.** The applicable Special Meeting Quorum
27 shall be deemed present throughout any Special Meeting if, when such meeting is called to order
28 there is present at least the number of Homeowners in Good Standing equal to or greater than the
29 applicable Special Meeting Quorum. The Special Meeting Quorum shall be at least thirty (30)
30 percent of Homeowners in Good Standing. In the absence of a Special Meeting Quorum the
31 meeting shall be adjourned. A Second Special Meeting may be called for a date no earlier than
32 fifteen (15) full Business Days following the date on which the Special Meeting was adjourned
33 pursuant to this subsection (ii) provided that the requirements of Section 2.3(a) and Section
34 2.3(c) are satisfied. The Second Special Meeting Quorum shall be at least twenty (20) percent of
35 Homeowners in Good Standing. In the absence of a Second Special Meeting Quorum, a Third
36 Special Meeting may be called provided that the requirements of Section 2.3(a) and Section
37 2.3(c) are satisfied for a date no earlier than fifteen (15) Business Days following the date on
38 which the Second Special Meeting was adjourned pursuant to this subsection (ii) by sending a
39 Third Special Meeting Notice and Agenda. The Third Special Meeting Quorum shall be at least
40 ten (10) percent of Homeowners in Good Standing. In the absence of a Third Special Meeting
41 Quorum, a Fourth Special Meeting may be called provided that the requirements of Section
42 2.3(a) and Section 2.3(c) are satisfied for a date no earlier than fifteen Business Days following
43 the date on which the Third Special Meeting was adjourned pursuant to this subsection (ii) by
44 sending a Fourth Special Meeting Notice and Agenda; provided, however, that notwithstanding
45 anything to the contrary in these Bylaws or the Declaration, the Fourth Special Meeting Notice
46 and Agenda shall state that those Homeowners in Good Standing who are present when the

1 Fourth Special Meeting is called to order shall constitute the Fourth Special Meeting Quorum in
2 accordance with Section 3309(a) of the Act. The Good Standing Determination Date shall be
3 two Business Days prior to the date of the particular Special Meeting set forth in the applicable
4 Meeting Notice.

5
6 **Section 2.4. Conduct of Association Meetings.**

7
8 (a) **Presiding Officer.** The President (or in his or her absence, the Vice President) shall
9 preside over Association Meetings.

10
11 (b) **Minutes.** The Secretary shall keep the minutes of Association Meetings, including all
12 resolutions adopted and a brief summary of matters discussed. Such minutes and resolutions
13 shall be maintained along with and in the same manner as all other records of the Association.

14
15 (c) **Recording.** Association Meetings may be recorded in accordance with Section
16 3308(e) of the Act.

17
18 (d) **Parliamentarian; Roberts Rules of Order.** The President may appoint a
19 parliamentarian for any Association Meeting. To the extent not inconsistent with the Act,
20 Declarations or Bylaws, the Twelfth Edition of Robert's Rules of Order shall govern the conduct
21 of all Association Meetings. Subject to Section 3.4(b)(iii)(d), the President may appoint two or
22 more Homeowners in Good Standing physically present at the Association Meeting to tally Votes
23 and to certify the results of such Votes.

24
25 **Section 2.5. Voting.**

26
27 (a) **Voting Rights.** Every Homeowner in Good Standing shall be entitled to one (1)
28 equally weighted Vote for each Unit such Homeowner owns at the time of the Vote and as to
29 which the Homeowner is in Good Standing.

30
31 (b) **Sale of Vote Prohibited.** No Homeowner shall sell for money or anything of value
32 directly or indirectly any of such Homeowner's Vote, whether through the issuance of a Proxy or
33 otherwise.

34
35 (c) **Voting Procedures.** Votes may be cast in person, by Proxy, by remote access for those
36 Homeowners attending the Association Meeting through Remote Participation, or by
37 any other means satisfying the requirements of Section 3310(e) of the Act that the Executive
38 Board approves and provides Notice of in the applicable meeting notice and agenda.

39
40 (d) **Proxies.** A Proxy shall be duly executed in writing by the Homeowner in Good
41 Standing granting it, shall be valid only for the particular meeting designed therein and must be
42 received by the Secretary before the appointed time of the meeting. The Proxy shall be deemed
43 invalid if the Homeowner granting it is not in Good Standing as of the applicable Good Standing
44 Determination Date. A Proxy may only be granted to a Homeowner in Good Standing as of the
45 applicable Good Standing Date. A Proxy shall be revocable only by actual notice of the
46 revocation by the granting Homeowner to the person presiding over the meeting. A Proxy is void

1 if it is not legible, completed, signed, and dated, or purports to be revocable without notice.
2 Unless otherwise specified by the Executive Board, a Vote by Proxy may be cast only by the
3 Homeowner in Good Standing holding the Proxy who is physically present at the Association
4 Meeting in which the Vote is to be cast. Voting by Proxy may not be exercised through Remote
5 Participation unless the Executive Board approves specific provisions permitting Voting by
6 Proxy through Remote Participation in advance of the Association Meeting in which it may be
7 used and provides notice of such in the meeting notice and agenda.
8

9 **(e) Name of Individual Voting.** The names of the individuals designated on the
10 Homeowner Address List for each Unit shall be the only individuals permitted to cast the Vote
11 for such Unit. A Homeowner in Good Standing may designate more than one such individual but
12 in no event does the identification of more than one individual alter the Homeowner's Voting
13 rights.
14

15 **(f) Majority Vote Required.** Subject to Section 3.2(c) and unless provided otherwise
16 in the Act, the Declaration, or the Bylaws, a Majority of Homeowners in Good Standing present
17 at an Association meeting and those Voting by Proxy pursuant to Section 2.5(d) must Vote in
18 favor of an action for it to become effective and binding.
19

20 **Section 2.6. Action of Association Without a Meeting.** The Association through an Action by
21 Written Consent may without a meeting take any action required or permitted to be taken by a
22 Vote of the Association. In order to do so:
23

24 **(a) Notice of Action by Written Consent.** The Executive Board shall adopt a resolution
25 authorizing the Secretary to send to each Homeowner a Notice of Action by Written
26 Consent: (i) setting forth the action on which each Homeowner in Good Standing is asked to
27 consent (along with any supporting justification or explanation, if needed); (ii) including a
28 Written Consent Form by which each Homeowner in Good Standing may consent or object to
29 the proposed action; (iii) the deadline by which each Homeowner in Good Standing must return
30 the Written Consent Form to the Secretary; and (iv) the Good Standing Determination Date. For
31 purposes of this Section 2.6(a), the Good Standing Determination Date shall be two Business
32 Days prior to the deadline by which each Homeowner in Good Standing must return the Written
33 Consent form to the Secretary.
34

35 **(b) Determination of Quorum.** Promptly after the deadline for the return of Written Consent
36 Forms the Secretary shall first ascertain if the total number of completed and valid Written
37 Consent Forms is less than the total number of Homeowners in Good Standing necessary to
38 constitute an Association Meeting Quorum. If the total number of completed and valid Written
39 Consent forms is less than the total number of Homeowners in Good Standing necessary to
40 constitute an Association Meeting Quorum, subject to Section 2.6(d), the Secretary shall declare
41 that the action set forth in the Notice of Action by Written Consent is not consented to by the
42 Association. The Secretary shall not ascertain or otherwise disclose the number of Votes cast
43 either in favor of or opposed to the proposed action.
44

45 **(c) Determination of Result.** If the total number of completed and valid Written Consent
46 Forms is equal to or greater than the total number of Homeowners in Good Standing necessary to
47 constitute an Association Meeting Quorum, the Secretary shall count the total number of

1 Homeowners in Good Standing who consent to the action and the total numbers of Homeowners
2 in Good Standing who do not consent to the action. Subject to Section 2.6(d), if a Majority of
3 the Homeowners in Good Standing consent to the action, the Association shall be deemed to
4 have approved it as if such approval occurred during an Association Meeting.
5

6 **(d) Executive Board Review.** The Secretary shall promptly convey to the Executive
7 Board the results under Subsection (b) and, if appropriate, Subsection (c), after which the
8 Executive Board shall promptly: (x) confirm the results by a Majority Vote and (y) provide
9 Notice to the Homeowners of the results.
10

11 **ARTICLE III** 12 **EXECUTIVE BOARD** 13

14 **Section 3.1. Composition, Term, Officers, Standard of Performance.** 15

16 **(a) Composition.** The Executive Board shall consist of five (5) individual Homeowners
17 who are over the age of eighteen (18) and in Good Standing.
18

19 **(b) Term.** Each Executive Board member shall serve a three (3) year term, may succeed
20 themselves, and may serve an unlimited number of terms. Executive Board terms shall be
21 “staggered” so that one or two Executive Board members shall be selected at each Annual
22 Meeting. To the extent that an Executive Board member resigns pursuant to Section 3.4(a), is
23 removed by a vote of the Homeowners pursuant to Section 3.4(b), or is removed by a vote of the
24 Executive Board pursuant to Section 3.4(c), the term of his or her replacement shall be equal to
25 the remaining term of the Executive Board member that resigned or was removed.
26

27 **(c) Officers and At Large Member.** The Executive Board shall be comprised of a
28 President, a Vice President, a Treasurer, a Secretary and an At Large Member.
29

30 **(i) President.** The President shall be the chief executive officer of the
31 Association and the chairperson of the Executive Board. The President shall be responsible for
32 implementing the decisions of the Executive Board and in that capacity shall direct, supervise,
33 coordinate, and have general control over the affairs of the Association and the Executive Board,
34 subject to the limitations of the laws of the Commonwealth of Pennsylvania (including the Act),
35 the Declaration, the Bylaws, any applicable Rules and Regulations, and any applicable
36 resolutions of the Executive Board. The President shall have the power to authorize expenditures
37 and/or sign checks in an amount less than \$5,000. Expenditures of \$5,000 or more shall require
38 the written approval of the President and one additional Executive Board member.
39 Expenditures of \$10,000 or more shall require an authorizing resolution. Pursuant to authorizing
40 resolutions of the Executive Board, the President may execute any other documents on behalf of
41 the Association and the Executive Board. The President shall preside at all meetings of the
42 Executive Board and/or the Association. The President, together with the Secretary, shall jointly
43 prepare, execute, certify and record amendments to the Declaration.
44
45
46

1 **(ii) Vice-President.** The Vice-President shall act in all cases for and as the
2 President in the President's absence or inability to act and shall perform such other duties as may
3 be required from time to time by the Executive Board.
4

5 **(iii) Treasurer.** The Treasurer shall provide for appropriate custody of the
6 Association's financial assets, including funds and securities, and shall, either directly or with
7 approval of the Executive Board by way of delegation to qualified professionals, keep or cause
8 such delegate to keep a full and accurate account of receipts and disbursements in books
9 belonging to the Association. The Treasurer shall see that the funds of the Association are
10 maintained in one or more separate accounts to the credit of the Association. The Treasurer or
11 delegate shall disburse the funds of the Association as may be ordered by the Executive Board,
12 taking proper vouchers for such disbursements, and shall regularly render an account of all
13 transactions at the meetings of the Executive Board. The Treasurer shall be responsible for the
14 preparation of the Financial Report to be presented at the Annual Meeting. The Financial Report
15 shall include, among other topics, (w) an overview of the proposed Budget, (x) a Snap Shot
16 Budget Report on the extent to which the then current Budget will be under-run or over-run, (y) a
17 summary of current Reserves, and (z) based on the then Reserve Study or Reserve Study Update,
18 projections of the Association's financial situation for the upcoming five years.
19

20 **(iv) Secretary.** The Secretary shall attend all meetings of the Executive Board
21 and all meetings of the Association and act as clerk thereof, and record all Votes of the
22 Association, and create the minutes of all Association and Executive Board meetings in a book or
23 electronic file to be kept for that purpose and shall perform like duties for all committees of the
24 Executive Board when requested. The Secretary shall issue all Notices required by these
25 Bylaws; distribute to the Homeowners all Association and Executive Board meeting minutes;
26 maintain the Homeowners Address List; and perform such other duties as may be prescribed by
27 the Executive Board or President. The Secretary, together with the President, shall jointly
28 prepare, execute, certify, and record amendments to the Declaration. Should the Secretary be
29 unavailable for any meeting of the Executive Board, the Secretary or President may delegate his
30 or her duties to another member of the Executive Board for that meeting.
31

32 **(v) At Large Member.** The At Large Member shall attend all meetings of the
33 Executive Board and perform such duties as the Executive Board may, from time to time, direct.
34

35 **(d) Standard of Performance.** All members of the Executive Board shall
36 perform their duties in accordance with Section 3303 of the Act.
37

38 **(e) Delegation of Executive Board Members' Duties.** Each Executive Board Member
39 May delegate his or her duties to the Managing Agent in accordance with Section 3.7 of these
40 Bylaws.
41

42 **Section 3.2. Election of Executive Board Members.**

43

44 **(a) Nominations.** Any Homeowner qualified to be a member of the Executive Board may
45 submit to the Secretary, in person, by first class mail or electronically (e-mail), at least seventy
46 (70) days before the Annual Meeting or any other meeting at which the election is to be held, a

1 self-nomination for candidacy for the Executive Board, together with a one-page biographical
2 sketch. Any Homeowner in Good Standing may submit to the Secretary, in person, by first class
3 mail or electronically (e-mail), at least sixty (60) days before the Annual Meeting or any other
4 meeting at which the election is to be held, the nomination of any other Homeowner qualified to
5 be a member of the Executive Committee together with a one-page biographical sketch of that
6 Homeowner. Nominations may not be submitted from the floor at the Annual Meeting or at any
7 Special Meeting during which members of the Executive Board are elected unless: (x) there are
8 no objections to doing so and (y) there are no other candidates nominated for the open Executive
9 Board seat to be filled.

10
11 **(b) Elections.**

12
13 **(i) Meet the Candidates Meeting.** In the event that there are more candidates
14 than open seats on the Executive Board, then, upon request of one or more of the candidates, the
15 Association shall hold a Meet the Candidates Meeting at least seven (7) days before the meeting
16 during which the election will occur. Each candidate shall have equal time to address the
17 Homeowners.

18
19 **(ii) Election Meeting.** The election of members of the Executive Board shall
20 occur during the Annual Meeting or during a Special Meeting.

21
22 **(c) Acclamation.** When the number of candidates nominated for the Executive Board
23 pursuant to Section 3.2(a) is equal to or less than the number of open Executive Board seats, and
24 there is no objection, the presiding officer at the Association Meeting shall, without a Vote,
25 declare that through acclamation the seats will be filled by the nominated candidates.

26
27 **Section 3.3. Meetings of the Executive Board.**

28
29 **(a) Cadence of and Convening Executive Board Meetings.**

30
31 **(i) Quarterly Meetings.** The Executive Board shall meet at least once each
32 quarter during the Fiscal Year; provided, however, that the Executive Board shall meet no later
33 than 45 (forty-five) calendar days following the Annual Meeting at which Executive Board
34 members are elected.

35
36 **(ii) Convening Routine Meetings.** Either on his or her own initiative or after
37 receiving a request from a Majority of the members of the Executive Board, the President shall
38 call a meeting by causing each Board Member to receive an Executive Board Meeting Notice
39 and Agenda not less than forty-eight (48) hours prior to the time of such meeting and providing
40 in such Executive Board Meeting Notice and Agenda the date, time and location of the meeting
41 and an agenda of all items to be acted upon.

42
43 **(iii) Convening Emergency Meetings.** In the event of an emergency, any
44 Executive Board member may convene a meeting immediately or as promptly as possible, in
45 either case without Executive Board Meeting Notice and Agenda, provided that a Quorum of

1 Executive Board members agree to waive receipt of an Executive Board Meeting Notice and
2 Agenda by attending such meeting.
3

4 **(b) Conduct of Executive Board Meetings.**
5

6 **(i) Presiding Officer.** The President shall preside over meetings of the Executive
7 Board. Unless the President otherwise designates, the Vice President shall preside in the
8 President's absence.
9

10 **(ii) Minutes.** The Secretary shall keep the minutes of Executive Board
11 meetings.
12

13 **(iii) Remote Participation.** To the extent that any members of the Executive
14 Committee elect to participate through Remote Participation, they shall be deemed to be
15 participating as if they were physically present.
16

17 **(iv) Quorum.** Subject to Section 3.5(a)(iii), an Executive Board Quorum shall be
18 present.
19

20 **(v) Voting.** Each Executive Board member shall be entitled to cast one Vote. A
21 Majority of the Executive Board members shall be required to Vote in favor of an action for it to
22 become effective and binding.
23

24 **(vi) Action by Written Consent.** The Executive Board may act without a
25 meeting provided that the Executive Board members unanimously provide their written consent
26 to such action. All such written consents shall be reflected in the records of the Executive Board.
27

28 **(vii) Homeowner Attendance at Executive Board Meetings.** Homeowners who
29 are not Executive Board members have no right to and shall not attend Executive Board
30 meetings. However, the Executive Board may, in its sole and absolute discretion, permit
31 Homeowners to attend that portion of an Executive Board meeting in which a particular matter is
32 to be addressed. The Secretary shall record the attendance of these Homeowners in the meeting
33 Minutes.
34

35 **(c) Requirements of Particular Executive Board Meetings.**
36

37 **(i) Election of Officers.** The Executive Board shall elect the Officers at its first
38 meeting following the Annual Meeting.
39

40 **(ii) Budget.** The Executive Board shall use its best efforts to adopt, pursuant to
41 Section 3.7(b), the Budget for the following Fiscal Year no later than September 30 of the then
42 current year.
43
44
45
46

1 **Section 3.4. Resignation and Removal.**
2

3 **(a) Resignation.** A member of the Executive Board may resign at any time for any
4 reason by written notice to the Executive Board. Subject to Section 3.5(a)(ii), such resignation
5 shall become effective immediately upon receipt. A member of the Executive Board shall be
6 deemed to have resigned: (w) if the Executive Board member is no longer a Homeowner in Good
7 Standing; (x) upon transfer of title to his or her Unit, provided that following the transfer of title
8 to such Unit the Executive Board member no longer has title to any other Unit on the Property;
9 (y) the Executive Board member is deceased or is physically or mentally unable to serve and the
10 Executive Board has been provided notice of such event; or (z) the Executive Board member is
11 absent without good cause from all Executive Board Meetings during a six (6) month period.
12

13 **(b) Removal by Homeowners.**
14

15 **(i) Without Nominating Replacement.** Without nominating any replacement,
16 the Homeowners in Good Standing may Vote at the Annual Meeting or at any Special Meeting to
17 remove without cause one or more members of the Executive Board. As a precondition for such
18 Vote the Secretary must receive at least five (5) days prior to the date set by the Secretary for the
19 distribution of the applicable Association Meeting Notice and Agenda a petition signed by at
20 least a Majority of Homeowners in Good Standing requesting a Vote on the removal. The Good
21 Standing Determination Date shall be two (2) Business Days prior to the date by which the
22 Secretary must receive the petition. If on or prior to such date the Secretary receives such a
23 petition, the Secretary shall include the matter in the applicable Association Meeting notice and
24 agenda. Notwithstanding any other provision of these Bylaws, at least two-thirds (2/3) Vote of all
25 Homeowners in Good Standing shall be required for removal. To fill the resulting Executive
26 Board open seats, the Executive Board shall promptly appoint one or more Homeowners in Good
27 Standing as interim Executive Board members pursuant to Section 3.5(a).
28

29 **(ii) With Nominating Replacement.** The Homeowners in Good Standing may
30 Vote at the Annual Meeting or at any Special Meeting to remove without cause one or more
31 members of the Executive Board and to then immediately Vote for the election one or more
32 successors to fill the remaining term of the Executive Board member to be removed. As a
33 precondition for the removal Vote: (x) the petition and deadline requirements of the second and
34 third sentences of the preceding subsection (i) must be satisfied and (y) the requirements of
35 Section 3.2(a) and Section 3.2(b)(i) must be satisfied. Provided that these conditions are
36 satisfied, the Secretary shall include the matter in the applicable Association Meeting notice and
37 agenda. Notwithstanding any other provision of these Bylaws, at least a two-thirds (2/3) Vote of
38 all Homeowners in Good Standing shall be required for removal. In the event that the Vote for
39 removal is not supported by a two-thirds (2/3) Vote of all Homeowners in Good Standing,
40 pursuant to Section 3.4(b)(iii)(d)(ii) the election of any successor shall be deemed null and void.
41

42 **(iii) Special Voting Procedures for Removal.** Notwithstanding anything to
43 the contrary in the Bylaws, any Vote to remove either the Executive Board or any individual
44 member of the Executive Board shall follow this procedure:
45

- 1 (a) Votes will be taken using printed ballots. The printed ballot shall
2 include a secrecy envelope. A single ballot may be used for the Vote on
3 removal and for the election of any nominated replacement. All
4 secrecy envelopes and ballots returned by any Homeowner (even if
5 such Homeowner is not in Good Standing) shall be retained and
6 comprise Association records.
7
- 8 (b) For those Homeowners in Good Standing physically attending the
9 meeting, they will be provided a ballot and secrecy envelope. After
10 casting their Vote on the printed ballot, the Homeowner shall place the
11 ballot in a secrecy envelope, seal the envelope and then legibly and
12 completely on the outside of the secrecy envelope: (1) write his or her
13 name; (2) write the Unit address as to which the Vote is cast; (3) sign
14 the secrecy envelope; and (4) write the then current date, after which
15 the Homeowner shall submit it as the Presiding Officer directs.
16
- 17 (c) If a Homeowner in Good Standing elects Remote Participation, he or
18 she shall provide the Secretary no later than fourteen (14) Business
19 Days prior to the Association Meeting in which the Vote will be taken
20 written Notice of their Remote Participation. The Secretary shall then
21 deliver no later than Ten (10) Business Days prior to the meeting
22 during which the Vote shall occur by hand or through first class mail
23 the same printed ballot and secrecy envelope that will be provided to
24 Homeowners during the meeting. After casting their Vote on the
25 printed ballot, the Homeowner shall place the ballot in the secrecy
26 envelope, legibly write the Unit Number on behalf of which the Vote is
27 cast, seal the envelope, sign, and date it and return it in accordance
28 with the instructions provided. The instructions shall include the date
29 by which the ballot must be received but in no event shall that return
30 date be later than one Business Day before the Date of the Association
31 Meeting during which the Vote is taken.
32
- 33 (d) Immediately following the conclusion of the Association Meeting
34 during which the Vote for removal is taken, all of the Votes will be
35 counted by two independent reviewers in accordance with the
36 following procedures. The results of each step shall be included in the
37 Association meeting minutes.
38
- 39 (i) Each secrecy envelope shall be reviewed to determine whether
40 it meets the requirements of subsections (b) or (c), as
41 appropriate. If the secrecy ballot is not completed in
42 accordance with the requirements set forth in subsections (b) or
43 (c), as appropriate, the secrecy envelope shall not be opened
44 and the ballot contained therein shall not be counted. If the
45 requirements set forth in subsections (b) and (c) are satisfied,
46 the independent reviewers shall open the secrecy envelope,

1 remove the ballot and without examining it segregate it along
2 with other ballots for counting.

3
4 (ii) Each Vote on removal shall next be counted. If at least two-
5 thirds (2/3) of all Homeowners in Good Standing do not Vote
6 in favor of removal, the independent reviewers shall announce
7 the results and terminate the counting of ballots without
8 counting the Votes for any replacement candidate or otherwise
9 giving any effect to any Votes for any replacement candidate
10 nominated to fill the seat that otherwise would have opened.

11
12 (iii) If two-thirds (2/3) or more of all Homeowners in Good
13 Standing Vote in favor of removal, the independent reviewers
14 shall count the ballots with respect to any nominated
15 replacements and announce the results. One or more, but no
16 more than three, witnesses who must be Homeowners in Good
17 Standing may observe this process.

18
19 (e) The Secretary shall have no obligation to advise Homeowners that
20 their secrecy envelopes do not meet the requirements of
21 subsections (b) or (c), as appropriate; provided, however, that if the
22 Secretary elects to do so for one Homeowner in Good Standing, a
23 comparable opportunity must be provided for all Homeowners in
24 Good Standing.

25
26 (c) **Removal by Executive Board.** Any officer may be removed from the Executive
27 Board by a Majority Vote of the Executive Board whenever the best interests of the Association
28 will be best served by such removal.

29
30 **Section 3.5. Vacancies.**

31
32 (a) **Following Resignation or Executive Board Removal.** In the event of a vacancy or
33 vacancies pursuant to Section 3.4(a), Section 3.4(b)(i) or Section 3.4(c), the Executive Board
34 shall fill the vacancy or vacancies with one or more interim appointees in accordance with this
35 subsection who shall serve until such time as there is an election to fill the vacant seat pursuant
36 to Section 3.2:

37
38 (i) If there remains an Executive Board Quorum following the resignation of
39 any Executive Board members pursuant to Section 3.4(a) and/or the removal of any Executive
40 Board members pursuant to Sections 3.4(b)(i) or Section 3.4(c), the Executive Board shall meet
41 promptly to appoint a fourth and fifth member.

42
43 (ii) If there would not be an Executive Board Quorum as a result of the
44 resignation of one or more Executive Board members pursuant to Section 3.4(a),

1 the member(s) desiring to resign shall be asked to delay the effective date of their resignation
2 until such time as there is an election pursuant to Section 3.2 to select their replacements thereby
3 enabling the continued availability of an Executive Board Quorum.

4
5 (iii) If there would not be an Executive Board Quorum after the requests under
6 subsection (ii) are made and/or following the removal of any Executive Board member pursuant
7 to Section 3.4(b)(i) or Section 3.4(c), then the remaining Executive Board members shall appoint
8 the minimum number of interim Executive Board members needed to form an Executive Board
9 Quorum if they conclude that doing so would be in the best interests of the Association.

10
11 (b) **Following Homeowner Removal.** Any Executive Board member removed by a
12 Homeowners' Vote pursuant to Section 3.4(b)(i) shall be replaced by the Executive Board
13 pursuant to Section 3.5(a).

14
15 **Section 3.6. Compensation.** No Executive Board member shall be compensated by the
16 Association or any third party directly or indirectly for his or her services.

17
18 **Section 3.7. Powers and Duties of the Executive Board.**

19
20 (a) **Administration, Operation and Maintenance.** The Executive Board shall have all of the
21 powers and duties set forth in the Declaration and the Act to administer, operate and manage the
22 Property and the Condominium, including, without limitation, the following:

23
24 (i) To regulate the use, maintenance, repair, replacement, and modification of the
25 Common Elements and to take such other actions as are necessary for the proper management,
26 operation, maintenance, administration, regulation, repair, replacement, care, and upkeep of the
27 Common Elements,

28
29 (ii) To employ and dismiss personnel or independent contractors and to purchase
30 or arrange for services, materials and supplies for the proper management, operation,
31 maintenance, administration, regulation, repair, replacement, care, and upkeep of the Common
32 Elements, including the purchase of insurance with coverages no less than that required by
33 Section 3312 of the Act with respect to the Common Elements, the Executive Board and its
34 Officers and other members, and the Association itself.

35
36 (iii) To employ or retain professional counsel, accountants and
37 consultants who are recognized experts in the subject matter of their retention.

38
39 (iv) To retain a Managing Agent in accordance with the requirements set
40 forth in Annex Two in order to assist it in carrying out its duties under Section 3.7(a) (i) and
41 Section 3.7(a)(xi).

42
43 (v) To create committees from time to time as the Executive Board shall
44 deem appropriate to assist it in carrying out activities that require particular expertise or
45 Homeowner participation.

46
47 (vi) To borrow and repay monies, give notes, mortgages, or other security, upon

1 the term or terms which are deemed necessary by the Executive Board, as permitted by law;
2 provided, however, that at least 2/3 (two-thirds) of all Homeowners in Good Standing must
3 approve by a Vote at an Annual Meeting or a Special Meeting or through an Action by Written
4 Consent any borrowing in excess of \$50,000 (fifty thousand) and provided further that if a
5 Homeowner elects to pay the lending institution its proportion of the loan as the Homeowner's
6 Percentage Interest bears to the total Percentage Interests, such Homeowner shall be entitled with
7 the assistance of the Association to request from the lending institution a release of any judgment
8 or lien to the extent of the Homeowner's payment.

9
10 (vii) To sell, transfer or otherwise convey real and personal property owned by the
11 Association by deed or bill of sale executed by appropriate officers of the Association.

12
13 (viii) To acquire by purchase, gift, bequest, device, annexation, or lease real
14 property, if at any time in the future, it deems it to be proper and not inconsistent with the Act,
15 the Declaration, or the Bylaws.

16
17 (ix) To encumber and convey Common Elements or to assign or pledge its right to
18 receive and collect assessments subject to the provisions of the Act and the Declaration.

19
20 (x) To promulgate from time to time Rules and Regulations (including related
21 policies and procedures) governing such matters as the Executive Board deems necessary,
22 including but not limited to the conduct of Association Meetings and Executive Board meetings;
23 landscaping for which the Association is responsible; measures related to capital projects
24 (including measures to comply with any warranties); parking, political and other signage; the use
25 of surveillance cameras; and the imposition of Fines for the violation of any such Rules and
26 Regulations.

27
28 (xi) To maintain the books and records of the Association including financial
29 records set forth in Section 3.7(c)(i), as set forth in Section 3.7(e).

30
31 (b) **Budgets and Assessments.** The Executive Board shall administer all aspects of the
32 budget and assessment process to the fullest extent permitted by the Declaration and the Act,
33 including without limitation the following.

34
35 (i) **Budget Adoption.** No later than ninety (90) days before the beginning of the
36 Fiscal Year the Executive Board shall use its best efforts to adopt the Budget for such upcoming
37 Fiscal Year. The Budget shall include an estimate of the total amount of Common Expenses
38 necessary for the Association to pay and/or incur during the next Fiscal Year for: (x) the cost of
39 maintenance, management, operation, repair and replacement of the Common Elements and
40 those parts of the Units as to which the Association is responsible; (y) the cost of wages,
41 materials, insurance premiums, services, supplies and other expenses that constitute Common
42 Expenses by the Act, the Declaration, the Bylaws or a resolution of the Association; and (z) the
43 Reserves.

44
45 (ii) **Distribution of Budget to Homeowners.** By the tenth Business Day
46 following adoption of the Budget, the Executive Board shall post on the Owners Portal a copy of

1 the Budget in reasonably itemized form which sets forth the total amount of all Common
2 Expenses. Such Budget shall constitute the basis for determining each Homeowner's Assessment
3 for the Common Expenses.

4
5 **(iii) Calculation of Assessment.** The Assessment of each Homeowner for such
6 Budget shall be calculated according to each Homeowner's Percentage Interest of the Common
7 Expenses set forth in the Budget. On or before the first Business Day of each Fiscal Year, and the
8 first Business Day of each succeeding eleven months in such Fiscal Year, each Homeowner shall
9 be obligated to pay a Monthly Assessment equal to one-twelfth of the Assessment. Each
10 Homeowner shall receive an Assessment Notice through a posting in the Owners Portal pursuant
11 to Section 6.9(a) no later than thirty (30) Business Days prior to the date for paying the first
12 Monthly Assessment. If an Assessment Notice is not posted or otherwise provided to a
13 Homeowner, the Homeowner shall continue to pay its existing Monthly Assessment without
14 change.

15
16 **(iv) Distribution of Budget Reconciliation Report to Homeowners.** Within
17 ninety (90) Business Days after the end of each Fiscal Year, the Executive Board shall provide all
18 Homeowners with a Budget Reconciliation Report that includes: (w) an itemized account of the
19 Common Expenses for the just passed Fiscal Year actually incurred and paid; (x) a tabulation of
20 the amounts collected pursuant to the Budget adopted for such Fiscal Year; (y) the net amount
21 over or short of actual expenses plus any Reserves; and (z) an explanation of the extent to which
22 the actual year-end Budget results differed from the expected results set forth in the Snap Shot
23 Budget Report. Any amount collected in excess of actual expenses plus any Reserves may be
24 credited to Homeowners in a manner that the Executive Board deems to be prudent. Any amount
25 less than actual expenses plus any Reserves may be promptly charged, pursuant to Section
26 3.7(b)(v), as a Special Assessment in a manner that the Executive Board deems prudent.

27
28 **(v) Extraordinary Expenses and Special Assessments.** Extraordinary expenses
29 not originally included in the Budget shall first be charged against the Reserves. If the Reserves
30 are inadequate for any reason (including non-payment of Assessments) or the Executive Board
31 determines it would be imprudent to charge such extraordinary expenditures to Reserves, the
32 Executive Board may levy a Special Assessment, which shall equal the total costs of the
33 extraordinary expense allocated by each Homeowner's respective Percentage Interests. The
34 Special Assessment may be payable in a lump sum or in installments as the Executive Board may
35 determine. Each Homeowner shall receive a Special Assessment Notice in accordance with
36 Section 6.9(a). The Special Assessment Notice shall include: (x) a written statement of the reason
37 for the Special Assessment; (y) the total amount of the extraordinary expense that shall equal the
38 total of the Special Assessment; and (z) the amount of the Special Assessment for each Unit,
39 which shall be based on the proportion of each Homeowner's Percentage Interest of the Common
40 Expenses. Unless otherwise specified in the Special Assessment Notice, the Special Assessment
41 (whether payable in a lump sum or in installments) shall be due on the first Business Day of the
42 month that occurs more than ten (10) Business Day after the posting of the Special Assessment
43 Notice.

44
45 **(vi) Failure to Adopt Budget.** The failure or delay of the Executive Board to
46 adopt the Budget for a Fiscal Year shall not constitute a waiver or release in any manner of a

1 Homeowner's obligation to pay Assessments or Special Assessments even when such failure or
2 delay results from Homeowner objection to such Budget pursuant to Section 3.7(b)(vii). With
3 respect to Assessments, the Homeowner shall continue to pay each Monthly Assessment as it
4 comes due without any change to the timing, payment procedures or amount of such Monthly
5 Assessment until such time as the Executive Board adopts a new Budget, calculates the new
6 amount of Assessments and Monthly Assessments and provides each Homeowner with Notice in
7 accordance with Sections 3.7(b)(iii). With respect to Special Assessments, the Homeowner shall
8 continue to pay each Special Assessment as it comes due until such time as either the
9 Homeowner has paid all such Special Assessments, or the Executive Board acts pursuant to
10 Section 3.7(b)(v) to modify such Special Assessment. The due date for such new Assessments or
11 new Special Assessments shall be the first Business Day of month that occurs more than ten (10)
12 days after delivery of the Assessment Notice or the Special Assessment Notice.
13

14 **(vii) Homeowner Objection to Budget or Special Assessment.** The
15 Homeowners, by a Vote of at least three-fourths (3/4) of all Votes of Homeowners in Good
16 Standing, may reject the Budget or any Special Assessment adopted by the Executive Board.
17 Notwithstanding anything to the contrary in these Bylaws, in order to do so they must provide
18 the Association with Notice of their objection, in accordance with Section 6.9(b). Unless more
19 than three-fourths (3/4) all Homeowners in Good Standing provide Notice of such objections no
20 later than thirty days after which the Budget or Special Assessment is posted on the Owners
21 Portal, the Budget or Special Assessment shall become effective.
22

23 **(c) Financial Records, Controls and Audits.**
24

25 **(i) Financial Records.** The Executive Board shall maintain the financial records
26 of the Association in accordance with generally accepted accounting standards and in sufficient
27 detail so that a Homeowner can provide to a prospective purchaser the information set forth in
28 Section 3407 of the Act. The records shall be available to Homeowners and their attorneys,
29 accountants and other professional representatives during regular business hours provided that
30 the request to examine such records is received five Business Days in advance of the requested
31 examination. No confidential personal or financial information about any Homeowner shall be
32 included in any information made available to Homeowners.
33

34 **(ii) Controls.**
35

36 **(a) Authorization.** Any single financial commitment of the Association
37 equal to or greater than \$10,000 (Ten Thousand) shall require a resolution of the Executive
38 Board approving such commitment. Any single financial commitment of the Association equal to
39 or greater than \$5,000 (Five Thousand) shall require the written approval of the President and
40 one additional member of the Executive Board. Any single financial commitment of the
41 Association less than \$5,000 (Five Thousand) shall require the approval of the President.
42

43 **(b) Payment.** Any single payment equal to or greater than \$5,000 (Five
44 Thousand), whether made by check or by electronic transfer, shall be signed or initiated by the
45 President and one other member of the Executive Board. Any single payment less than \$5,000
46 (Five Thousand) shall be signed or initiated by the President.

1
2 (iii) **Audits.** Once each Fiscal Year the financial records of the Association shall
3 be audited by an independent certified public accountant who is not a Homeowner or Resident.
4

5 (d) **Requests for Quotes and Bids.** For any single purchase of goods and/or services
6 greater than \$50,000 (Fifty Thousand) but less than \$100,000 (One Hundred Thousand), the
7 Executive Board shall request from at least two qualified vendors a price quote (all-in and/or up
8 to) which, if accepted by the Executive Board, shall be the price to be paid by the Executive
9 Board for such goods and/or services. For any single purchase of goods and/or services equal to
10 or greater than \$100,000 (One Hundred Thousand), the Executive Board shall request from at
11 least two qualified vendors a formal bid, including the price (all-in and/or up to) and material
12 terms and conditions of the contract pursuant to which the goods and/or services will be
13 provided. If accepted by the Executive Board, the price and material terms and conditions of the
14 contract shall be included in the contract approved and signed by the Executive Board for such
15 goods and services. The Executive Board may dispense with the requirements to obtain quotes
16 and bids in the event of special circumstances such as (by way of illustration and not by way of
17 limitation) the need to respond to an emergency on an exigent basis or the lack of qualified
18 vendors. If the Executive Board elects to proceed on the basis of special circumstances, it shall
19 provide the basis for its actions in the minutes of the Executive Board meeting during which the
20 action is taken.
21

22 (e) **Independent Reserve Study.** At least once every five (5) years the Executive
23 Board shall engage the services of a third party to perform a Reserve Study and/or a Reserve
24 Study Update. Such studies shall assess the then current and projected future physical condition
25 of all Common Elements and the adequacy of the then current Reserves needed to undertake any
26 repairs, replacements or other actions recommended in the Reserve Study or Reserve Study
27 Update. At the time the third party performs the Reserve Study or Reserve Study Update, it may
28 not then be, nor may it have been during the preceding five (5) years, affiliated directly or
29 indirectly with any Managing Agent retained by the Association.
30

31 (f) **Records Retention.** The Executive Board shall periodically review its
32 records retention practices and procedures, which practices and procedures should include the
33 financial records retention requirements of Section 3.7(c) and the information set forth in Annex
34 Five.
35

36 ARTICLE IV 37 AMENDMENTS 38

39 Section 4.1. **Amendments by Homeowners.** These Bylaws may be amended in full or
40 in part only by an affirmative Vote of a Majority of all Homeowners in Good Standing. Such
41 Vote shall take place at either an Annual Meeting or Special Meeting. Except with respect to the
42 requirement that an affirmative Vote of a Majority of all Homeowners in Good Standing shall be
43 required to adopt any such amendment, the provisions set forth in these Bylaws governing
44 Association Meetings shall apply.
45

1 **Section 4.2. Amendments by Operation of Law.** In order to account for changes in
2 the Act or other applicable laws, the Executive Board may from time to time adopt corrective
3 amendments in accordance with Section 3306(c) of the Act. The Executive Board shall use its
4 best efforts to advise Homeowners of such amendments.

5
6 **ARTICLE V**
7 **LIMITATION OF LIABILITY; INDEMNIFICATION;**
8 **LIABILITY INSURANCE**
9

10 **Section 5.1. Limitation of Liability.** The Executive Board and its members as well as
11 any Homeowner who performs any unpaid activities on behalf of the Association following
12 authorization by the Executive Board to perform such activities shall have limited liability
13 pursuant to Section 12.1 of the Declaration.

14
15 **Section 5.2. Indemnification.** The Association shall, pursuant to Section 12.2 of the
16 Declaration, the Act, and any other applicable law indemnify: (x) the Executive Board; (y) each
17 person who is, shall be, or was an Executive Board member and/or Officer; and (z) each
18 Homeowner who performs, will perform or who performed any unpaid activities on behalf of the
19 Association following authorization by the Executive Board to perform such unpaid activities
20 and the creation of an Executive Board committee to which such Homeowner is appointed and
21 serves when performing such activities, all in accordance with Sections 12.2 and 12.3 of the
22 Declaration.

23
24 **Section 5.3. Directors and Officers Liability Insurance.** Pursuant to Section 12.4 of
25 the Declaration, the Association shall purchase and maintain directors and officers liability
26 insurance with coverages for: (x) the Executive Board; (y) each person who is, shall be, or was
27 an Executive Board member and/or Officer; and (z) each Homeowner who performs, will
28 perform or who performed any unpaid activities on behalf of the Association following
29 authorization by the Executive Board to perform such unpaid activities and the creation of an
30 Executive Board committee to which such Homeowner is appointed and serves when performing
31 such activities.

32
33 **ARTICLE VI**
34 **GENERAL PROVISIONS**
35

36 **Section 6.1. Fines; Liens; and Collections.**
37

38 **(a) Fines.** In the event that a Homeowner or a Resident (or any guest or third party invited by
39 either) fails to comply with these Bylaws or any Rules or Regulations, such Homeowner or
40 Resident may be subject to monetary penalties as the Executive Board may from time to time
41 establish pursuant to Section 3.7 (x); provided, however, that such penalties are not intended to
42 replace or modify the rights of any parties, including the Association, with respect to the conduct
43 giving rise to the violation.

44
45 **(b) Liens.** Pursuant to Section 3315(a) of the Act, the Association shall have a lien on
46 each Unit for any unpaid Assessment, Special Assessment, Fine or other charges (including legal
47 costs and fees).

1
2 **(c) Collections.** The Association shall take prompt action to collect any Assessments,
3 Special Assessments, Fines, or other charges (including legal costs and fees) that remain unpaid
4 for more than thirty days from the date on which they are due. Any such overdue payment shall
5 accrue a late charge in the amount of 1.25% interest per month on the overdue balance in
6 addition to interest and charges set forth in Section 10.8 of the Declaration.
7

8 **Section 6.2. Homeowner Liability; Continuing Violations.**
9

10 **(a) Homeowner Liability.** Each Homeowner shall be liable for the expense of all
11 maintenance, repair, or replacement rendered necessary by such Homeowner's action, negligence
12 or carelessness or the action, negligence or carelessness of such Homeowner's Resident (or any
13 guest or third party invited by either), including expenses that the Association incurs in
14 connection with a violation of the Act, the Declaration, the Bylaws, and/or any Rules and
15 Regulations, but only to the extent that such expenses are not covered by the proceeds of the
16 Association's insurance. Such liability shall include any resulting increase in insurance
17 premiums. This section shall not be construed to create or affect any waiver by any insurance
18 company of its rights of subrogation.
19

20 **(b) Continuing Violations.** In the event of a continuing violation of the Act, the
21 Declaration, the Bylaws and/or any Rules and Regulations, the Association shall have the right to
22 enjoin, abate, or remedy such violation through appropriate legal proceedings. In the event that
23 such a continuing violation poses an immediate danger, the Association shall have the right to
24 enter a Unit immediately to remedy the violation.
25

26 **Section 6.3. Imposition of Fines; Revocation of Good Standing Status.** Prior to (x)
27 levying a Fine against a Homeowner for any violation of the Act, the Declaration, the Bylaws
28 and/or the Rules and Regulations or (y) revoking a Homeowner's Good Standing status as a
29 result of (i) an assessment delinquency or (ii) an uncured violation of the Act, the Declaration,
30 the Bylaws and/or the Rules and Regulations, the Executive Board shall provide the Homeowner
31 with notice of such action and an opportunity to be heard.
32

33 **Section 6.4. Alternative Dispute Resolution; Costs and Attorneys Fees.**
34

35 **(a) Alternative Dispute Resolution.** In any dispute between the Association and
36 any Homeowner arising under the Act, the Declaration, the Bylaws, and/or any Rules and
37 Regulations, all of the parties may agree voluntarily to participate in the Alternative Dispute
38 Resolution Program of the Berks County Bar Association.
39

40 **(b) Costs and Attorneys' Fees.** In any proceeding brought under Section 3315 of the
41 Act, costs and attorney's fees shall be awarded in accordance with Section 3315(f) of the Act. In
42 any proceedings brought pursuant to Section 3412 of the Act, costs and attorney's fees may be
43 awarded pursuant to that Section. In all other proceedings, the prevailing party shall be entitled
44 to recover the costs of such proceeding and such attorney's fees as the tribunal before which the
45 matter proceeded determines are reasonable. To the extent a tribunal lacks jurisdiction to make a

1 finding on reasonable attorney's fees, the parties shall use their best efforts to agree upon the
2 amount of such fees.
3

4 **Section 6.5. No Waiver of Rights; Cumulative Rights.** The failure of the Association,
5 the Executive Board, or a Homeowner to enforce any right or provision set forth in the Act, the
6 Declaration, the Bylaws or any Rules and Regulations shall not constitute a waiver of any of
7 such rights or provisions. All rights and remedies granted to the Association, the Executive Board
8 or Homeowners are cumulative and the exercise of any one or more thereof shall not constitute
9 an election of remedies.
10

11 **Section 6.6. Remote Participation.** Any Homeowner may participate in any
12 Association Meeting through Remote Participation, unless such Remote Participation is
13 prohibited or limited by the Act, the Bylaws or the Executive Board. The Notice of any such
14 Association Meeting shall include the instructions for Homeowners to attend through Remote
15 Participation. Any Homeowner attending any Association Meeting through Remote Participation
16 shall be deemed to be attending in-person; provided, however, that: (x) the Executive Board may
17 require physical attendance if such requirement is set forth in the applicable Association Meeting
18 notice and (y) any Homeowner granted a Proxy must be physically present in order to Vote such
19 Proxy.
20

21 **Section 6.7. Authorized Resident.** A Homeowner in Good Standing may, with respect
22 to any Unit he or she owns, designate a Resident living therein as an Authorized Resident by
23 written Notice to the Association pursuant to Section 6.9(b). Authorized Residents may attend
24 Association Meetings, Vote and otherwise participate in the affairs of the Association; provided,
25 however, that the Homeowner shall continue to be responsible for the payment of all
26 Assessments, Special Assessments, Fines and any other charges (including legal costs and fees).
27 If with respect to the applicable Unit: (x) the Homeowner is no longer the Homeowner; (y) the
28 Homeowner is no longer in Good Standing; or (z) the Authorized Resident is no longer a
29 Resident in the Unit, then his or her Authorized Resident status shall be deemed to have been
30 revoked effective immediately upon the occurrence of any of such events. An Authorized
31 Resident may not serve on the Executive Board unless at the time of his or her service a Majority
32 of the Executive Board would be comprised of Homeowners.
33

34 **Section 6.8. Purchase and Sale of Units.** Before a Homeowner conveys his or her Unit,
35 the Homeowner must request a Resale Certificate from the Association through the Managing
36 Agent. Prior to or at closing of the Unit sale, all unpaid Assessments, Special Assessments, Fines,
37 and charges of any type (including late fees, legal costs, and fees) then due and owing must be
38 paid by the Homeowner. The Homeowner is also responsible for curing any outstanding
39 violations on the Unit prior to closing. If the Resale Certificate is not issue and the Unit is
40 conveyed, the selling Homeowner and the purchasing Homeowner shall be jointly and severally
41 liable for all unpaid Assessments, Special Assessments, Fines and charges of any type (including
42 late fees, legal costs and fees) then due and owing, and for curing any outstanding violations on
43 the Unit.
44
45
46

1 **Section 6.9. Notices.**

2
3 **(a) To Homeowners.**

4
5 **(i) Homeowners Address List.** The Association shall maintain a Homeowners
6 Address List that identifies with respect to each Unit: (w) the name(s) of the individual(s)
7 permitted to cast a Vote for such Unit; (x) the Homeowner and/or Authorized Resident to which
8 any notices or other communications from the Association should be sent; (y) whether the
9 notices should be sent electronically or by first class mail; and (z) the electronic or physical
10 address to which such notices should be sent. If the Unit is owned by more than one (1) person,
11 each such person may be included in the Homeowners Address List for the Unit. If the Unit is
12 owned by an entity other than an individual (e.g., a corporation, joint venture, trust, decedent's
13 estate, or partnership), the identity of the individual or individuals to be added to the
14 Homeowners Address List shall be determined in accordance with Section 3310 of the Act. The
15 Association will rely on the Homeowners Address List, and it shall be up to the Homeowner to
16 advise the Association of any changes.
17

18 **(ii) Preference for Use of Electronic Communications.** In order to minimize
19 costs, the Executive Board shall to the greatest extent possible rely on electronic
20 communications, including posting information on the Owners Portal. If information is posted
21 on the Owners Portal, the Executive Board shall send Homeowners Notice of such posting. If a
22 Homeowner is unable to receive electronic communications or to access the Homeowners Portal,
23 such Homeowner shall advise the Executive Board in writing so that the Homeowners Address
24 List can be noted appropriately and physical delivery arranged.
25

26 **(iii) Deemed Delivery.** All Notices or other communications under these Bylaws
27 shall be deemed to have been given when delivered in the manner and to the address designated
28 in the Homeowners Address List.
29

30 **(b) To Association.** All Notices and other communications under these Bylaws shall be
31 deemed to have been delivered to the Executive Board or to the Managing Agent when delivered
32 by first class mail or electronically, in either case to the addresses provided for the Association or
33 the Managing Agent posted on the Owners Portal.
34

35 **6.10. Severability.** The provisions of these Bylaws shall be deemed independent and
36 severable, and the invalidity, partial invalidity or unenforceability of any one provision shall not
37 affect the validity or enforceability of any other provision hereof unless the deletion of such
38 invalid or unenforceable provision shall destroy the uniform plan for development and operation
39 of the planned community which the Declaration (including the Plats and Plans) and these
40 Bylaws were intended to create.
41

42 **Section 6.11. Headings.** The headings preceding the various sections and subsections
43 of these Bylaws are intended solely for convenience and do not affect the meaning of such
44 sections or subsections.
45

46 #####

1
2
3
4 **ANNEX ONE**
5

6 **DEFINITIONS**
7
8

9 “**Act**” means the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §3101 *et seq.*
10

11 “**Action by Written Consent**” means the Voting on a particular matter without any type of
12 Association Meeting pursuant to Section 2.6.
13

14 “**Annual Meeting**” means the Association meeting convened pursuant to Section 2.2.
15

16 “**Annual Meeting Agenda**” means the agenda for the Annual Meeting that the Executive Board
17 creates pursuant to Section 2.2(c).
18

19 “**Annual Meeting Notice and Agenda**” means the notice and agenda of the Annual Meeting
20 distributed to Homeowners pursuant to Section 2.2(d) and Section 6.9(a).
21

22 “**Annual Meeting Quorum**” means at least thirty (30) percent of Homeowners in Good
23 Standing.
24

25 “**Assessment**” means the total amount of the Common Expenses in proportion to each Unit's
26 Percentage Interest as computed pursuant to Section 3.7(b)(iii).
27

28 “**Assessment Notice**” means the notice to Homeowners pursuant to Section 3.7(b)(iii) of their
29 Assessments for the respective Fiscal Year.
30

31 “**Association**” means the Wyomissing Meadows Homeowners Association.
32

33 “**Association Meeting**” means the Annual Meeting and/or any Special Meetings.
34

35 “**Association Meeting Quorum**” means at least thirty (30) percent or more of Homeowners in
36 Good Standing.
37

38 “**At Large Member**” has the meaning set forth in Section 3.1(c)(v).
39

40 “**Authorized Resident**” has the meaning set forth in Section 6.7.
41

42 “**Budget**” means the Association Budget adopted pursuant to Section 3.7(b).
43

44 “**Budget Reconciliation Report**” has the meaning set forth in Section 3.7(b)(iv).
45

1 **“Business Day”** is any day other than a Saturday or Sunday or any other day on which banking
2 institutions in the Commonwealth of Pennsylvania are closed.

3
4 **“Bylaws”** means the Amended and Restated Bylaws of the Wyomissing Meadows Association
5 dated as of XXXXXXXX.

6
7 **“Common Elements”** means all portions of the Property other than the Units that the
8 Association is required to maintain pursuant to the Act, the Declaration or the Bylaws, including
9 but not limited to grassy areas, mulch beds, trees, shrubs, roadways, access ways, parking areas,
10 driveways, roofs, exterior siding (including sheathing and house wrap), synthetic stucco, front
11 entrances and walks (excluding those upgraded with pavers), front landings to duplex Units,
12 exterior plumbing (water and sewer lines), mailboxes, and exterior lamp posts not attached to
13 Units.

14
15 **“Common Expenses”** means expenditures made or liabilities incurred by or on behalf of the
16 Association, together with any allocations to Reserves, including general common expenses and
17 limited common expenses as well as other expenses that constitute Common Expenses under the
18 Act.

19
20 **“Condominium”** as the meaning set forth in the Declaration.

21
22 **“Declaration”** means the Declaration of Condominium of Wyomissing Meadows Condominium
23 and its amendments recorded in the deed book and page numbers set forth in Annex Four.

24
25 **“Executive Board”** means the Board that, pursuant to the Act, is designated under the
26 Declaration to act on behalf of the Association.

27
28 **“Executive Board Meeting Notice and Agenda”** means the notice and agenda prepared
29 pursuant to Section 3.3(a)(ii) in connection with Executive Board Meetings.

30
31 **“Executive Board Quorum”** means a number equal to or more than half of the Executive Board
32 members then in office at the time the Executive Board takes an action for which an Executive
33 Board Quorum is required.

34
35 **“Financial Report”** means the report prepared by the Treasurer pursuant to Section 3.1(c)(iii)
36 that is presented to the Homeowners pursuant to Section 2.2(c) .

37
38 **“Fines”** means a financial penalty imposed against a Homeowner for violations of any Rules and
39 Regulations, the Bylaws, and the Declaration.

40
41 **“Fiscal Year”** means the corresponding calendar year.

42
43 **“Fourth Annual Meeting”** has the meaning set forth in Section 2.2(e)(ii).

44
45 **“Fourth Annual Meeting Agenda”** has the meaning set forth in Section 2.2(e)(ii).

1 **“Fourth Special Meeting”** has the meaning set forth in Section 2.3(d)(ii).

2
3 **“Good Standing”** means a Homeowner: (a) is current in all payments due the Association and
4 (b) is in compliance with all applicable governing documents, including but not limited to the
5 Act, the Declaration, the Bylaws and/or any Rules and Regulations.
6

7 **“Good Standing Determination Date”** means the date specified in Sections 2.2(d), 2.2(e)(ii),
8 2.3(c), 2.3(d)(ii), 2.5(d), 2.6(a) and 3.4(b)(i) of these Bylaws on which a Homeowner must be in
9 Good Standing in order to perform those activities set forth in the Act, the Declaration and these
10 Bylaws reserved to Homeowners.
11

12 **“Homeowner”** means a Unit Owner and upon the satisfaction of the conditions set forth in
13 Section 6.6 may include an Authorized Resident.
14

15 **“Homeowners Address List”** has the meaning set forth in Section 6.9(a)(i).
16

17 **“Managing Agent”** means the business organization hired by the Executive Board pursuant to
18 Section 3.7(a)(iv) to assist it in carrying out the duties set forth in Section 3.7(a)(i), as more fully
19 described in Annex Two (2).
20

21 **“Majority”** means a number or percentage equaling more than half of the total of a particular
22 group.
23

24 **“Majority Vote”** means a Majority of Votes of Homeowners in Good Standing voting on any
25 matter during any Association meeting.
26

27 **“Meet the Candidates Meeting”** means a meeting of all candidates for Executive Board that is
28 held pursuant to Section 3.2(b)(i).
29

30 **“Monthly Assessment”** means the amount of an Assessment to be paid each month.
31

32 **“Notice”** means notice provided pursuant to Section 6.9.
33

34 **“Notice of Action by Written Consent”** means the notice issued pursuant to Section 2.6(a).
35

36 **“Officers”** means the President, the Vice President, the Treasurer, and the Secretary.
37

38 **“Owners Portal”** means that portion of the Wyomissing Meadows website maintained by the
39 Association designated for Homeowners.
40

41 **“Percentage Interest”** has the meaning set forth in the Declarations.
42

43 **“Plots and Plans”** has the meaning set forth in the Declarations.
44

45 **“President”** has the meaning set forth in Section 3.1(c)(i).
46

1 **“Property”** means the property of the Association as more fully described in the Declaration.

2
3 **“Proxy”** means the document authorizing one Homeowner to cast the vote of another
4 Homeowner as set forth in Section 2.5(d).

5
6 **“Remote Participation”** means participating in an Association or Executive Board Meeting,
7 including Voting, by means of remote electronic technology, including the internet, in accordance
8 with Section 3308(c) of the Act.

9
10 **“Resale Certificate”** has the meaning set forth in Section 3407 of the Act.

11
12 **“Reserve Study”** has the meaning set forth in Section 3.7(e).

13
14 **“Reserve Study Update”** has the meaning set forth in Section 3.7(e).

15
16 **“Reserves”** means such amounts that the Executive Board considers necessary to provide
17 working capital, a general operating fund, and funds necessary for contingencies and
18 replacements.

19
20 **“Resident”** means an individual whose legal address is a Unit but who is not a Homeowner,
21 including, for example, tenants, adult children, and partners or spouses of Homeowners who are
22 not themselves a Homeowner with respect to such Unit.

23
24 **“Rules and Regulations”** means provisions adopted by the Executive Board in furtherance of
25 the interests of the Condominium and Homeowners with respect to such matters as landscaping,
26 security, signage, and parking and includes any related policies or procedures and defined
27 maintenance responsibilities.

28
29 **“Second Annual Meeting”** has the meaning set forth in Section 2.2(e)(ii).

30
31 **“Second Annual Meeting Notice and Agenda”** has the meaning set forth in Section 2.2(e)(ii).

32
33 **“Second Annual Meeting Quorum”** has the meaning set forth in Section 2.2(e)(ii).

34
35 **“Second Special Meeting”** has the meaning set forth in Section 2.3(d)(ii).

36
37 **“Second Special Meeting Quorum”** has the meaning set forth in Section 2.3(d)(ii).

38
39 **“Secretary”** has the meaning set forth in Section 3.1(c)(iv).

40
41 **“Snap Shot Budget Report”** means that section of the Financial Report showing the extent to
42 which the Budget will be under-run or over-run.

43
44 **“Special Assessment”** means an assessment levied against Homeowners for extraordinary
45 expenses as computed pursuant to Section 3.7(b)(v).

1 **“Special Assessment Notice”** means the notice of a Special Assessment provided to
2 Homeowners pursuant to Section 3.7(b)(v) and Section 6.9(a).
3
4 **“Special Meeting”** means any meeting of the Association held pursuant to Section 2.3.
5
6 **“Special Meeting Agenda”** means the agenda for a Special Meeting created pursuant to Section
7 2.3(a).
8
9 **“Special Meeting Notice and Agenda”** means the notice and agenda of the Special Meeting
10 distributed to Homeowners pursuant to Section 2.3(c).
11
12 **“Special Meeting Quorum”** means at least thirty (30) percent of Homeowners in Good
13 Standing.
14
15 **“Special Meeting Request”** means the request for a Special Meeting pursuant to Section 2.3(a)
16 by the President, the Executive Board or the Homeowners.
17
18 **“Third Annual Meeting”** has the meaning set forth in Section 2.2(e)(ii).
19
20 **“Third Annual Meeting Notice and Agenda”** has the meaning set forth in Section 2.2(e)(ii).
21
22 **“Third Annual Meeting Quorum”** has the meaning set forth in Section 2.2(e)(ii).
23
24 **“Third Special Meeting”** has the meaning set forth in Section 2.3(d)(ii).
25
26 **“Third Special Meeting Quorum”** has the meaning set forth in Section 2.3(d)(ii).
27
28 **“Treasurer”** has the meaning set forth in Section 3.1(c)(iii).
29
30 **“Unit”** means a portion of a Condominium designated for separate ownership as set forth in the
31 Declaration.
32
33 **“Unit Owner”** means any person or entity with clear title to a Unit.
34
35 **“Vice President”** has the meaning set forth in Section 3.1(c)(ii).
36
37 **“Vote/Voting”** means to indicate through the procedures set forth in these Bylaws, the
38 Declaration and the Act the preferred action on a matter presented to the Homeowners in Good
39 Standing for their consideration and disposition.
40
41 **“Written Consent Form”** the form that a Homeowner must complete in order to provide written
42 consent for an Association action, as set forth in Section 2.6(a)
43
44

1
2
3 **ANNEX TWO**

4
5 **MANAGING AGENT**
6

7
8 Section 3.7(a)(i) of the Bylaws provides the Executive Board with the powers and duties
9 to regulate the use, maintenance, repair and modification of the Common Elements and to take
10 such other actions as are necessary for the proper management, operation, maintenance,
11 administration, regulation, repair, replacement, care and upkeep of the Common Elements.
12 Section 3.7(a)(xi) provides the Executive Board with the powers and duties to maintain the
13 Association's books and records, including financial records set forth in Section 3.7(c)(i). In
14 order to assist the Executive Board's performance of the foregoing, Section 3.7(iv) permits the
15 Executive Board to retain a Managing Agent to perform functions within the scope of Section 3.7
16 (a)(i) and Section 3.7(a)(xi).
17

18 This Annex Two sets forth certain terms and conditions that the Executive Board should
19 use reasonable efforts to include in any agreement between the Association and the Managing
20 Agent. They reflect the reliance of the Association on the Managing Agent to perform at a
21 professional level and the need for the Executive Board to protect the assets of the Association.
22

23 **Prudent Accounting and Cash Management Activities.**
24

25 1. Two or more individuals employed by the Managing Agent shall be responsible for
26 handling all cash or other receivables of the Association. Any payment greater than \$5,000 (Five
27 Thousand) shall require the signature of (if payment is by check) or initiation by (if the payment
28 is through electronic transfer) these two individuals.
29

30 2. All Association accounts shall be segregated from any other accounts in the care, custody
31 or control of the Managing Agent and to the maximum extent permitted by law ring-fenced in
32 order to protect Association assets from the bankruptcy or other financial difficulties of the
33 Managing Agent.
34

35 3. By the twenty-fifth day of each month, the Managing Agent shall submit to the
36 Executive Board a monthly financial review that includes, but is not limited to, all income and
37 disbursement activity for the preceding month; the extent of any budget variances; and
38 projections of the extent to which any budget variance could arise between the date of such
39 report and the end of the Fiscal Year.
40

41 4. Once each year the Association accounts shall be audited by a certified public accountant that is
42 neither a Homeowner nor a Resident and who is independent of the Managing Agent.
43
44
45
46
47

1 **Records Retention.**

2
3 The Managing Agent shall maintain the books and records of the Association in accordance with
4 Annex 5, Records Retention Schedule.
5

6 **Homeowner Requests.**

7
8 Unless the Executive Board provides otherwise, the Managing Agent shall maintain for the
9 benefit of Homeowners an electronic portal through which Homeowners may request repairs
10 related to their Unit. The Managing Agent shall track these requests and by the 10th (tenth)
11 Business Day of each month it shall provide to the Executive Board: (i) a list of all such pending
12 requests; (ii) whether in the opinion of the Managing Agent the Association or the Homeowner
13 should be responsible for the repair; (iii) the Managing Agent's schedule for addressing them;
14 and (iv) if the Homeowner is responsible for the repair, the cost of the repair to the Homeowner
15 if performed by the Managing Agent.
16

17 **Conflicts of Interest; Charges to Homeowners; Advertisement of Relationship.**

18
19 1. The Managing Agent shall not accept any remuneration of any kind and in form from any
20 third party providing goods or services to the Association arising out of its relationship with the
21 Association. Should the Managing Agent receive any discounts arising out of its relationship
22 with the Association, they shall be disclosed to the Executive Board and unless the Executive
23 Board directs otherwise, they shall inure to the benefit of the Association.
24

25 2. To the extent that the Managing Agent has any direct or indirect interest in any firm
26 providing goods or services to the Association, the Managing Agent shall promptly disclose the
27 nature of that interest to the Executive Board.
28

29 3. To the extent that the Managing Agent charges a Homeowner to perform work on his
30 or her Unit, a written quote shall first be provided to the Executive Board and the Homeowner
31 that shall include the total cost of the work, including the cost of all labor and materials.
32

33 4. The Managing Agent shall not reference its relationship in any advertising or promotional
34 materials, including its website, without first obtaining from the Executive Board authorization
35 to do so.
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ANNEX THREE

CALCULATION OF QUORUM AND VOTE TOTALS

The following calculations are non-binding illustrations of how the existence of a Quorum should be determined and how the results of Voting should be calculated. They are provided solely as a convenience.

CALCULATION OF ANNUAL AND SPECIAL MEETING QUORUMS (SECTIONS 2.2(e)(i) and 2.3(d)(i)):

Requirement: At least thirty (30) percent of Homeowners in Good Standing

Assume that there are 113 Units and for 7 of the Units, the Homeowner is not in Good Standing.

$$113 - 7 = 106$$

$$106 \times .30 = 31.8$$

Rounding up, at least 32 Homeowners in Good Standing are needed for an Annual and Special Meeting Quorum.

CALCULATION OF SIMPLE MAJORITY TO AMEND BYLAWS (SECTION 4.1):

Requirement: Majority of All Homeowners in Good Standing

Majority defined in Bylaws as “number or percentage equaling more than half...”

Assume that there are 113 Units all in Good Standing.

$$113 \times .51 = 57.63$$

Rounding up, at least 58 Homeowners in Good Standing would need to Vote in favor or amending the Bylaws.

1
2
3 CALCULATION OF OBJECTION TO BUDGET OR SPECIAL ASSESSMENT (SECTION
4 3.7(b)(vii)):

5
6 Requirement: At least $\frac{3}{4}$ of all Votes of Homeowners in Good Standing

7
8 Assume that there are 113 Units with 5 not in Good Standing.

9
10 $113 - 5 = 108$

11
12 $108 \times 3 = 324; 324 \div 4 = 81$

13
14 At least 81 Homeowners in Good Standing would need to object to the Budget or Special
15 Assessment.

16
17
18
19
20 CALCULATION OF VOTES NEEDED FOR HOMEOWNERS TO REMOVE EXECUTIVE
21 BOARD MEMBER (SECTION 3.4(b)(i))

22
23 Requirement: Petition to Remove signed by Majority of Homeowners in Good Standing

24
25 Assume that there are 113 Units with 3 not in Good Standing.

26
27 $113 - 3 = 110$

28
29 $110 \times .51 = 56.1$

30
31 At least 57 Homeowners in Good Standing would need to file the petition.

32
33 Requirement: At least $\frac{2}{3}$ of all Homeowners in Good Standing Would Need to Vote for removal.

34
35 Same assumption as above.

36
37 $113 \times 2 = 226; 226 \div 3 = 75.3$

38
39 At least 76 Homeowners in Good Standing Would Need to Vote for removal.

1
2 CALCULATION OF VOTES NEEDED FOR HOMEOWNERS TO ELECT EXECUTIVE
3 BOARD MEMBER (SECTION 2.5(f)):

4
5 Requirement: Majority of Homeowners in Good Standing Present at Meeting

6
7 Assume that there are 40 Homeowners in Good Standing at the Meeting

8
9 $40 \times .51 = 20.4$

10
11 A least 21 Homeowners in Good Standing are needed to elect a Homeowner to the
12 Executive Board.
13
14
15
16
17
18

ANNEX FOUR

DEED BOOK AND PAGE NUMBER OF DECLARATION AND ITS AMENDMENTS

Document	Date	Deed Book	Page
Declaration	9/11/86	1907	683
First Amendment	11/18/86	1912	1187
Second Amendment	03/03/87	1926	1402
Third Amendment	11/15/87	1972	1489
Fourth Amendment	12/10/87	1979 (corrected 3/5/25)	1507
Fifth Amendment	04/11/88	1996	649
Sixth Amendment	08/05/88	2019	831
Seventh Amendment	09/07/88	2025	1341
Eighth Amendment	11/01/88	2035	710 (corrected 3/5/25)
Ninth Amendment	03/13/89	2057	2208
Tenth Amendment	07/12/89	2080	1658
Eleventh Amendment	06/27/90	2149	101
Twelfth Amendment	10/10/90	2170	1961
Thirteenth Amendment	12/06/90	2176	780
Fourteenth Amendment	03/27/91	2199 (corrected 3/5/25)	1339
Fifteenth Amendment	05/11/93	2414	1406
Sixteenth Amendment	09/16/93	2458	136
Seventeenth Amendment	06/30/94	2552	1414 (corrected 3/5/25)
Eighteenth Amendment	07/20/94	2558	803
Nineteenth Amendment	08/31/95	2664	1837
Twentieth Amendment	10/14/13	Instrument Number 2013045358	

ANNEX FIVE

FORM OF RECORDS RETENTION SCHEDULE

Sections 3.7(a)(xi) and Section 3.7(e) provides that the Executive Board is to maintain the Association's books and records. This form of records retention schedule sets forth the framework to be followed when preparing and updating from time to time the records retention schedule applicable to Association records. The list may be revised and updated, as necessary.

Document	Mode (Electronic or Hard Copy)	Location	Retention Period
ORGANIZATIONAL DOCUMENTS			
Declaration of Condominium			
Bylaws			
Rules and Regulations			
Minute Book – Association Meetings			
Minute Book – Executive Board			
Minute Book – Architecture Committee			
Minute Book – Other Committees			
CONTRACTS			
[Diamond]			
[Subcontracts]			
FINANCIAL RECORDS			
INSURANCE			
Policies			

Homeowner Notifications			
RESERVE STUDIES			
HOMEOWNERS MATTERS			
Homeowner Address List			