

**AMENDED AND RESTATED  
BY-LAWS**

THE FOLLOWING IS THE 15 ARTICLES OF THE BY-LAWS

**GARDEN VIEW ESTATES HOMEOWNERS' ASSOCIATION**

ARTICLE I. NAME AND LOCATION

The name of the Corporation is Garden View Estates Homeowners' Association, Inc., hereinafter referred to as the "Association". These By-Laws hereby amend and restate the By-Laws of the Association dated October 21, 2009.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to Garden View Estates Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property in Beaver County described in the Declaration of Covenants, Conditions and Restrictions referred to in Article II, Section 1 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned, leased or licensed by the Association for the common use, benefit and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land subject to assessment by the Association, and shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Area.

Section 5. “Owner” shall mean and refer to the record owner (whether one or more persons or entities) of the fee simple or leasehold title to any Lot which is a part of the Properties, including contract sellers, but excluding ground rent owners and those having such interest merely as security for the performance of an obligation or payment of a debt.

Section 6. “Declarant” shall collectively mean and refer to Garden View Estates or any successors or assigns thereof to whom it shall expressly (i) convey or otherwise transfer all of its right, title and interest in the Properties, or the last thereof, as an entirety, without reservation of any kind; or (ii) transfer, set or assign all its rights, title and interest under the Declaration, or any amendment or modification thereof.

Section 7. “Declaration” shall mean the Declaration of Covenants, any amendments or restatements of such Declaration of Covenants thereto, Conditions as applicable to the Properties and among the Land Records of Beaver County, amendments or modifications thereto and refer to the Restrictions dated heretofore recorded Pennsylvania in Beaver County and any additions.

Section 8. “Member” or “Members” shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration of Covenants, Conditions and Restrictions for Garden View Estates.

### ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same month of each year thereafter, at a time and place within the State of Pennsylvania, selected by the Board of Directors of the Association.

Section 2. Special Meetings. Special meetings of the Board may be called at any time by the President or by the Board of Directors.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivering the notice thirty (30) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplies by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of the votes a quorum for any action except as otherwise provided these By-Laws or applicable law. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### ARTICLE IV. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number of Directors. The affairs of this Association shall be managed initially by a Board of five (5) directors, who shall be members of the Association.

Section 2. Term of Office. At the December annual meeting registered owners shall elect two or three members for a total of two years as their term expires.

Section 3. Removal. Any director may be removed from the Board with cause, by a two-third (2/3) majority or a quorum of the registered owners of the Association present at the meeting. In the event of death, resignation or removal of a director, his or her successors shall be selected by

the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for actual expenses incurred with prior approval from the Board of Directors.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take under Pennsylvania law at a closed meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a closed meeting of the directors.

#### ARTICLE V. NOMINATION AND ELECTION OF DIRECTOR

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a Member of the Board of Directors, and two (2) registered owners of the Association in good standing. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies. In addition, nominations may be made by registered owners.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

#### ARTICLE VI. MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least monthly, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII. POWERS, RIGHTS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a.) Adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the residents and their guests thereon, and to establish penalties for the infraction thereof;
- (b.) Suspend the voting rights and right to use of any recreational facilities located on any Common Area of a registered owner in good standing during any period in which such owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration;
- (c.) Exercise for the Association all powers, duties and authority, vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d.) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e.) Employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

Section 2. Directors Specific Right of Inspection of the Board. Every Director of the Association will have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The foregoing right of inspection includes a right to make extracts and copies of documents.

Section 3. Duties. It shall be the duty of the Board of Directors to:

- (a.) Keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by one-fourth (1/4) of the registered owners who are entitled to vote;
- (b.) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c.) As more fully provided in the Declaration, to:
  - (1.) Set the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2.) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
  - (3.) Pursuant to 68 Pa. C.S. §5315, foreclose the lien against any Lots for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;
- (d.) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e.) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f.) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and
- (g.) Cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas.

## ARTICLE VIII. OFFICERS OF THE BOARD OF DIRECTORS AND THEIR DUTIES

Section 1. Positions. The Directors of this Board of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Directors. The election of Directors shall take place at the first meeting of the Board of Directors, and thereafter at the meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Election of Positions. The Directors of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless any officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Other Positions. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation. Any officer may be removed from office with cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaced.

Section 7. Multiple Offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of offices created pursuant to Section 4 of this Article VIII.

Section 8. Duties. The duties of the officers are as follows:

- (a.) President: The President shall preside at meetings of the Members and of the Board of Directors and shall see that orders and resolutions of the Board are carried out. The President shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b.) Vice President: The Vice President shall act in the place of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.
- (c.) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d.) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all books of account; cause an annual audit of the Association's books to be made by an Audit Committee comprised of four (4) members and the Treasurer at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX. INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each Director of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the

Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the Members or otherwise.

## ARTICLE X. BUDGETS

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year; provided, however, that the first fiscal year (which may be less than the calendar year) shall begin upon the recording of the Declaration.

Section 2. Preparation of Budget. On or before the first day of December of each year, the Board of Directors shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements, Limited Common Elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that are Common Expenses and which will be required during the ensuing fiscal year. Such budget shall also include such reasonable amounts deemed as necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.

Section 3. Inspection of Budget. On or before the 10<sup>th</sup> day of December, the Board of Directors shall make the budget available for inspection at the Association office and shall send a copy of the budget electronically to each owner. Such budget shall constitute the basis for determining each Unit Owner's assessments for Common Expenses of the Association and shall except as herein provided, automatically take effect at the beginning of the fiscal year for which the budget is adopted.

Section 4. Budget Revisions. Within thirty (30) days after the recording of an amended Declaration creating additional Units, the Board of Directors has to revise the budget if necessary

to reflect changes in Common Expenses resulting from such addition and to reflect the proportionate liability of all Units for Common Expenses of the Unit Owners Association.

Section 5. Timeliness. The Board of Directors shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

#### ARTICLE XI. COMMITTEES

The Board of Directors may appoint an Architectural Review Committee, as provided in the Declaration; and a Nominating Committee, as provided in these By-Laws.

In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose which shall report directly to the board.

#### ARTICLE XII. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member.

#### ARTICLE XIII. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the lot which the assessment is made. Any assessment or portions thereof which are not paid when due shall be considered delinquent. Within thirty (30) days after the due date, the assessment shall be subject to a ten percent (10%) late charge per month until the Association may declare the entire balance of the assessment immediately due and payable. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorney fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

#### ARTICLE XIV. AMENDMENTS

Section 1. Amendments. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of fifty-one percent (51%) of a quorum of Members present in person or by proxy.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these B-Laws, the Declaration shall control.

#### ARTICLE XV. FISCAL YEAR

The fiscal year of the Garden View Estates Association may be determined by the Board at its discretion.

IN WITNESS WHEREOF, we, being all of the Directors of Garden View Estates Homeowners' Association, Inc., have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 2015.

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

\_\_\_\_\_