

**AMENDED AND RESTATED BYLAWS**

**SEWICKLEY HEIGHTS MANOR  
HOMES ASSOCIATION**

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**AMENDED AND RESTATED BYLAWS OF SEWICKLEY HEIGHTS MANOR HOMES  
ASSOCIATION**

ARTICLE I

NAME AND LOCATION

The name of this corporation is: Sewickley Heights Manor Homes Association (the "Association"). Its principal office is located in Aleppo Township, Allegheny County, Pennsylvania.

ARTICLE II

DEFINITIONS

Unless the context clearly indicated otherwise, the words and phrases used herein have the same meaning as the identical words and phrases have in the Declaration of Covenants, Conditions, and Restrictions dated October 17, 1974, as amended by the First Amendment to the Declaration of Covenants, Conditions, and Restrictions. recorded in Book 09628, Page 009 *et seq.* (the "Declaration").

Section 1. Additional Definitions. As used herein:

(a) "Association" shall mean the not-for-profit corporation known as Sewickley Heights Manor Homes Association and its successors and assigns.

(b) "Properties" shall mean the definition as used in the Declaration.

(c) "Common Property" or "Common Properties" shall mean all real property owned by the Association.

(d) "Lot" shall mean any plot of land used or intended for residential purposes and shown upon any recorded subdivision map of the Properties specifically excepting Common Properties.

(e) "Residential Areas" shall mean all real property consisting of one or more Lots.

(f) "Unit" shall mean any portion of a building situated upon a Lot which is part of the Properties designed and intended for use and occupancy as a residence by a single family.

(g) "Owner" shall mean the owner of record and any person who holds an interest in the Lot, other than a security or mortgage interest. To the extent that only one spouse is an owner of record, the other spouse shall be presumed to hold an interest in the Lot if they are cohabitating. The trustee is the owner of a Lot held in trust, and any beneficiary shall be considered to hold an interest in the Lot. If the record owner is a corporation, partnership or limited liability company, the

entity is required to inform the Association of the officer, member or general partner who is authorized to act on behalf of the entity.

(h) "Member" shall mean an Owner.

(i) "Non-owner Resident" shall mean a resident of Sewickley Heights Manor who is not an owner.

(j) The "Ridge" shall mean that portion of the Properties described in the plan filed in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 169, page 18, *et. seq*

### ARTICLE III

#### MEMBERSHIP

The Members shall consist of all owners of record and any person who holds an interest in the Lot, other than a security or mortgage interest. To the extent that only one spouse is an owner of record, the other spouse shall be presumed to hold an interest in the Lot if they are cohabitating. The trustee is the owner of a Lot held in trust, and any beneficiary shall be considered to hold an interest in the Lot. If the record owner is a corporation, partnership or limited liability company, the entity is required to inform the Association of the officer, member or general partner who is authorized to act on behalf of the entity. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Each Lot shall be entitled to one vote. In no event may more than one vote be cast with respect to any Lot.

### ARTICLE IV

#### MEETING OF MEMBERS

##### Section 1. Annual Meetings

The annual meeting of the Members shall be held on the third Monday of March of each year, or in the event that day is a holiday, on the first day thereafter which is not a holiday. At each annual meeting:

(a) Members shall be elected to the Board of Directors for any open seats;

(b) Except as otherwise set forth, voting on any matter that arises during the meeting shall be by a simple majority vote of the quorum of Members at the commencement of the meeting;

(c) At or before the meeting the Board of Directors shall present written report(s) to the Members showing in appropriate but general detail (i) the assets and liabilities of the Association at the end of the fiscal year immediately preceding the date of the report, (ii) the revenue and receipts of the Association; (iii) the balance of each reserve account required by the Declaration; (iv) a summary of the expenses and disbursements made on behalf of the Association; and (v) the number of Lots.

## Section 2. Special Meetings

Special Meetings may be called at the discretion of the Board of Directors upon the giving of Notice, and the Notice shall specify the subjects for the special meeting.

## Section 3. Proxies

At all meetings of Members, each voting Member may vote in person or by proxy on a form approved by the Board. The holder of a proxy must be a Member. All proxies shall be received by the Association Office not later than twenty-four (24) hours prior to the meeting either by hand delivery, by mail or by electronic delivery. Proxies may be submitted by electronic mail using the form approved by the Board so long as the electronic mail is transmitted to the Association's email address and from an address that the voting Member has on file with the Association. The proxy form approved by the Board for an annual meeting shall list all candidates who have submitted an application for election to the Board of Directors as required in Article VIII, and there shall be a place by each candidate for the voting Member to cast his or her vote. There shall be no absentee ballots. Every proxy ballot shall be revocable and shall be valid only for the meeting for which it was delivered.

## Section 4. Quorum

The presence of the Members entitled to cast thirty per cent (30%) of all votes shall constitute a quorum. A Member shall be counted as being present if the Member attends in person or has submitted a proxy. If such quorum shall not be in attendance, those Members who are present may adjourn the meeting, including a special meeting, to the same time on the next day without notice other than announcement at the meeting. At the rescheduled meeting those Members in attendance shall be deemed to constitute a quorum so the business may be conducted. Unless by express provision of the Declaration, the Articles of Incorporation, or these Bylaws, a different vote is required, each question presented at a meeting shall be determined by a majority vote of those present when the quorum is established.

## Section 5. Electronic Participation

At the discretion of the Board of Directors and subject to guidelines and procedures established by the Board, meetings of Members may include participation by electronic means provided that the technology (a) permits Members to be seen and heard, and (b) provides Members a reasonable opportunity to participate in the meeting, including the opportunity to vote.

## ARTICLE V

### NOTICE

Any notice of any meeting of Members shall be given at least thirty-days in advance of the meeting. Any such notice required to be given to any person shall be given either personally or by delivering a copy thereof by first class or express mail, postage prepaid, or courier service, charges prepaid, to the Member's postal address appearing on the books of Sewickley Heights Manor Homes Association. Notice shall be deemed to have been given to the person entitled to notice when deposited in the United States mail or with a courier service for delivery to that person. A notice of

meeting shall specify the day, hour and geographic location of the meeting and any other information required by any other provision of these Bylaws.

## ARTICLE VI

### DUTIES AND POWERS OF THE ASSOCIATION

In addition to the duties and powers inherently charged to and possessed by the Association as a Pennsylvania not-for-profit corporation, and the duties and powers enumerated herein and in its Declaration or elsewhere provided for, and without limiting the generality of the same, the Association, through its Board of Directors, shall have the following duties and powers:

#### Section 1. Common Properties

a. Own, maintain, and otherwise manage all of the Common Properties and all facilities, improvements, private streets, sidewalks, parking areas, exterior lighting, and landscaping situate in the Common Properties. Lawns, trees, shrubs, and other landscaping features are to be mowed, trimmed and cultivated.

b. Pay any real property taxes and charges assessed against the Common area.

c. Obtain, for the benefit of the Common Properties, all water and electric services, refuse collection, and similar services, as needed.

d. Grant easements where necessary for public utilities over the common Properties, to serve both the Common Properties and the Lots.

e. Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members, officers, and Directors.

f. Establish and maintain appropriate operating and reserve funds with respect to the Common Properties and the Residential Areas in the amount determined from time to time by the Board of Directors. In any event the fund shall be employed by the Association in such manner as its Directors shall deem fit for the purpose of effectuating the objects and purposes of the Association, consistent with the terms and provisions of this declaration. Funding may be furnished by means of the Assessments provided for in Article IV of the First Amendment to the Declaration; provided, however, that any net shortages in budgeted annual accounts or assessments shall be determined using the annual accounts or assessments approved at the budget meeting with Members held each December.

#### Section 2. Residential Areas – Exterior Building Maintenance

In addition to the maintenance upon the Common Properties, the Association shall provide for the exterior maintenance, repair, and replacement on each Lot which is subject to Assessment under Article IV of the First Amendment to the Declaration as follows:

a. Painting, staining, refinishing, repair, replacement and tuck pointing of all exterior surfaces of the owner's home, excluding glass surfaces, but specifically including, among other things, siding, roofs, chimney, decks, gutters, downspouts, and shutters. All of the foregoing services shall comply with the standards from time to time adopted by the Architectural Control Committee.

b. Mowing lawns within each Lot unless fenced, surrounded by shrubs, or landscaped by the Owner in such manner as to preclude convenient access by large equipment. The determination of the Board of Directors with respect to convenience shall be binding and conclusive.

c. Snowplowing of driveways and parking areas situate on each Lot.

d. For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Unit at reasonable hours on any day except Sunday.

The foregoing services provided by the Association with respect to exterior surfaces of an Owner's home shall be limited to normal wear, tear, and deteriorations, and the Owner shall be solely responsible for all exterior repair and replacement, occasioned by insurable casualty as hereinafter provided. In the event the Owner shall fail to effect promptly the repairs and replacement, occasioned by insurable casualty, the Association may (but shall not hereby be required) to effect such repairs and replacements, and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in this connection, including the right provided for in the Declaration to receive applicable insurance proceeds. This obligation by the Owner may be treated by the Association in all respects as if it were an assessment hereunder.

### Section 3. Insurance

Each Owner shall keep the unit now or hereafter situate on his Lot insured against loss or damage by any cause or act of God under policies issued by a company or companies regulated by the Commonwealth of Pennsylvania for the business of insurance and providing for payment of monies sufficient to cover the full cost of replacing or repairing the same, including roofs and exterior walls, under insurance policies payable, in case of loss or damage, to the Owner or to the Association as their interests may appear (subject to the rights of the mortgagee, if any), such rights to be evidenced by the standard clause to be attached to each policy, and shall deliver to the Association evidence of such insurance and the renewal thereof from time to time upon request. Such insurance may not be condominium insurance but must be homeowner's insurance. If, in such circumstances, the Association shall elect to undertake such repairs and replacements, the Association shall have the right, through its agents, employees, and independent contractors, to enter upon the Lot within 60 to 90 days upon good cause and to both the exterior and interior of the home situate thereon to the extent necessary for the aforesaid purpose and shall not be guilty of any trespass. To the extent the insurance proceeds shall be insufficient to reimburse the Association for its said costs, the same shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs, and reasonable attorney's fees, in the same manner and to the same extent as provided under Section 7, Article IV of the First Amendment to the Declaration with respect to delinquent assessments.

## ARTICLE VII

### BOARD OF DIRECTORS

#### Section 1. Number

The direction and administration of the Association shall be vested in a Board of Directors, consisting of no less than seven (7) persons, five of whom shall be Owners from the Manor who shall be elected by Owners from the Manor and two of whom shall be Owners from the Ridge who shall be elected by Owners from the Ridge, and who shall be appointed or elected in the manner herein provided.

#### Section 2. Term of Office

The Board of Directors shall be made up of no less than seven (7) members, elected on a staggered basis. The regular term of office of each Director shall be two (2) years. Those Directors holding office at the time this amendment to the Bylaws is approved shall serve the remainder of their elected terms in office. No Director may serve more than two consecutive terms on the Board of Directors and must rotate off of the Board of Directors for one term once his or her successor is elected, provided, however, that the consecutive term limitation shall be waived if no successor from the Manor or the Ridge, as appropriate, is elected and the Director wishes to continue to serve.

#### Section 3. Removal

A Director may be removed from office provided that such removal shall have the assent of five (5) or more Directors. In the event of death, resignation, or removal of a Director, a successor shall be selected by a majority of the remaining members of the Board of Directors and shall serve for his or her predecessor until the next annual meeting; at which time the Directors may stand for re-election of the remainder of the term of said vacancy.

#### Section 4. Standard of Care

A Director shall have a fiduciary relationship to the Association and shall perform the duties of a director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner the Director reasonably believes to be in the best interests of the Association and with such care, including the skill and diligence, that a person of ordinary prudence would use under similar circumstances and reasonable inquiry into those issues required by Pennsylvania law to be considered in the circumstances and those interests and factors listed in Section 5 related to Discharging Duties.

(a) **Justifiable reliance:** In performing his or her duties and in satisfying the requirements of the business judgment rule, a Director is entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by any of the following: (1) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented; (2) counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person; or (3) a committee of the Board upon which the Director does not serve, duly designated in accordance with law,



as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

(b) **Effect of actual knowledge:** A Director is not considered to be acting in good faith under subsection (a) if the Director has actual knowledge concerning the matter that causes the Director to believe reliance is unwarranted.

(c) **Business Judgment Rule:** A Director who makes a business judgment in good faith fulfills the duties under this section if: (1) the subject of the business judgment does not involve self-dealing by the director or an associate or affiliate of the Director; (2) the Director is informed with respect to the subject of the business judgment to the extent the Director reasonably believes to be appropriate under the circumstances; and (3) the Director rationally believes that the business judgment is in the best interests of the corporation.

(d) **Burden of Proof:** A person challenging the conduct of a Director as violating the duty of care under this section has the burden of proving: (1) a breach of the duty of care, including the inapplicability of the provisions as to the fulfillment of that duty under subsection (c); and (2) in a damage action, that the breach was the legal cause of damage suffered by the corporation.

## Section 5. Discharging Duties

In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Association, consider to the extent they deem appropriate: (1) the effects of any action upon any or all groups affected by such action, including members, employees, suppliers, customers and creditors of the corporation, and upon communities in which offices or other establishments of the corporation are located; (2) the short-term and long-term interests of the corporation, including benefits that may accrue to the corporation from its long-term plans and the possibility that these interests may be best served by the continued independence of the corporation; and (3) all other pertinent factors. The Board of Directors, committees of the Board and individual Directors shall not be required, in considering the best interests of the corporation or the effects of any action, to regard any interest or the interests of any particular group affected by such action as a dominant or controlling interest or factor. The consideration of interests and factors in the manner described in this section shall not constitute a violation of Section 4 relating to Standard of Care. Notwithstanding the foregoing, such factors cannot justify departing from the requirements of the Declaration, as amended, or these bylaws.

## Section 6. Personal Liability of Directors

A Director shall not be personally liable for monetary damages for any action taken unless: (1) the Director has breached or failed to perform the duties of his office; and (2) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The section shall not apply to (a) the responsibility or liability of a Director pursuant to a criminal statute; or (b) the liability of a Director for the payment of taxes pursuant to federal, state or local law.

## Section 7. Indemnification

(a) Third Party Claims: Subject to subsection (d), Procedure for Indemnification, and subsection

(c), Mandatory Indemnification, Sewickley Heights Manor Homes Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that he is or was a representative of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal proceeding, had reasonable cause to believe that his conduct was unlawful

(b) Derivative and Corporate Claims: Subject to subsection (d), Procedure for Indemnification, and subsection (c), Mandatory Indemnification, Sewickley Heights Manor Homes Association may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a representative of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of the action if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation. Indemnification shall not be made under this section in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the corporation unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the corporation is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court of common pleas or other court shall deem proper.

(c) Mandatory Indemnification: For acts or actions occurring after January 3, 2023, to the extent that a present or former Director or officer of the Association has been successful on the merits or otherwise in defense of any action or proceeding referred to in subsection (a), Third Party Claims, or subsection (b), Derivative and Corporate Claims, or in defense of any claim, issue or matter therein, the Director or officer shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by the Director or officer in connection therewith.

(d) Procedure for Indemnification: Unless ordered by a court, any indemnification under subsection (a), relating to third-party claims, or subsection (b), relating to derivative or corporate claims, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he has met the applicable standard of conduct set forth in those sections. The determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action or proceeding; (2) if such quorum is not obtainable or if obtainable and a majority note of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion; or if neither of the first two options exist, (3) by the Members.

(e) Advancing Expenses: The Association may advance expenses, including attorneys' fees, incurred in defending any action or proceeding referred to in these Bylaws dealing with

Indemnification as may be permitted by Pennsylvania's nonprofit corporation law.

(f) Power to Purchase Insurance: The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a representative of the corporation against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against that liability under these Bylaws.

## ARTICLE VIII

### ELECTION OF DIRECTORS – NOMINATING COMMITTEE

#### Section 1. Conflict of Interest

No Member who holds an elective position with Aleppo Township shall be eligible to serve on the Board of Directors. Any member of the Board who is a spouse, co-owner, or co-habitant of any such elected official must recuse and not participate in any discussion related to any issue related to Aleppo Township.

#### Section 2. Nominating Committee

The Nominating Committee shall consist of a Chairperson who shall be a member of the Board of Directors and two (2) or more Members of the Association who are not members of the Board of Directors. The Chairperson of the Nominating Committee shall be appointed by the Board of Directors sixty (60) days prior to each Annual Meeting of the membership. The Nominating Committee shall make nominations for election to the Board that are not less than the number of vacancies that are to be filled. Nominees include only Members who are residents of Sewickley Heights Manor. Those persons nominated by the Nominating Committee shall not be so designated on the written ballot.

#### Section 3. Candidates

Candidates for election to the Board of Directors shall consist of (i) those persons nominated by the Nominating Committee who submit an application on a Board-approved form by the date set and communicated by the Board, and (ii) each person who submits an application to be a candidate on a Board-approved form by the date set and communicated by the Board. Nominations may also be made from the floor at the annual meeting.

#### Section 4. Qualifications

Candidates for election to the Board of Directors must be a Member as defined in Article III. Spouses may not serve on the Board of Directors at the same time. Each candidate must be a Member in good standing who is a resident of Sewickley Heights Manor.

#### Section 5. Election

Election to the Board of Directors shall be by written ballot and by proxies. At such election, the voting 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. Cumulative voting is not permitted.

## ARTICLE IX

### MEETINGS OF DIRECTORS

#### Section 1. Regular Meetings

Regular meetings of the Board of Directors shall be held monthly, or more often as appropriate, at such place and hour as may be fixed from time to time by the President. The Secretary shall make the schedule of meetings available to any Member upon request.

#### 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 four (4) Directors, after not less than three (3) days' notice to each Director.

#### Section 3. Quorum

At all meetings of the Board of Directors, four (4) or more members shall constitute a quorum for the transaction of business, and any action may be taken by the majority of those present.

#### Section 4. 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 at a meeting by obtaining the written or oral approval of a majority of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE X

### POWERS 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 Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

b. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member 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;

c. In its discretion, may implement measures, including fines, to enforce compliance with the Association's rules and regulations;

d. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration as amended.

e. 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;

f. Employ a manager, independent contractors, or such other employees as it deems necessary and prescribe their duties.

Section 2. Duties - It shall be the duty of the Board of Directors to:

a. Cause to be kept 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 statement is requested in writing by one half (1/2) of the Members who are entitled to vote, and the Directors shall schedule a meeting in that event.

b. Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

1. Fix the amount of (i) the annual association assessments and the annual maintenance assessments against each Unit at least thirty (30) days prior to the new assessment period and (ii) any shortfall assessment as described in the First Amendment to the Declaration;
2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days prior to the new assessment period;
3. File and enforce the lien against any property for which assessments are not paid within ninety (90) days after due date by bringing such actions at law or in equity as the Board shall deem necessary and appropriate.
4. When the Association fixes the amount of the annual assessments, and that amount is in accordance with the maximum increase allowed on an annual basis as set forth in the Declaration of Covenants, Conditions and Restrictions, as amended, the addition shall be calculated in accordance with generally accepted accounting procedures.

d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessments 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;
- g. Cause the Common Areas to be maintained; and
- h. Cause the Residential Areas to be maintained.

Section 3. The Article V hereof is incorporated by reference.

#### Section 4. Emergency Powers

In addition to the powers set forth in Article IX, Section 1 above, in the event of an “emergency” (as defined herein), the Board of Directors shall have the power to adopt temporary provisions for the conducting of the business of the Association. An “emergency” shall mean an event, occurrence, condition, or other situation making the gathering of the membership of the Association impossible, impractical, and/or unsafe. Upon a declaration of an emergency by a majority vote of the Board of Directors, which declaration shall be communicated to the membership as soon and as effectively as possible, the Board of Directors by majority vote may adopt provisions enabling the Association to continue to conduct business during the pendency of the emergency. Such provisions may include, but are not limited to: (i) modifying the requirements for a quorum for any meeting authorized by these Bylaws; (ii) modifying the date, time, location, and/or manner of appearance for any meeting authorized by these Bylaws; (iii) modifying the method(s) for voting by the membership for any meeting authorized by these Bylaws; and (iv) modifying any notice requirements for any meeting authorized by these Bylaws, provided that the Board of Directors must provide notice to the membership in advance as effectively as possible. As with the declaration of an emergency, any provisions adopted by the Board of Directors pursuant to this section shall be communicated to the membership as soon and as effectively as possible. Once an emergency has been declared, the emergency and any provisions adopted by the Board of Directors pursuant to this section shall remain in force and effect until the earlier of: (i) the Board of Directors by majority vote declares an end to the emergency; or (ii) the membership by majority vote of any quorum present at any meeting authorized by these Bylaws declares an end to the emergency.

## ARTICLE XI

### OFFICERS AND THEIR DUTIES

#### Section 1. Enumeration of Offices

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

#### Section 2. Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the membership.

### Section 3. Term

The officers of the Board of Directors shall be elected annually by the Board, and each shall hold office for one (1) year unless they resign sooner or shall be removed or otherwise disqualified to serve.

### Section 4. Special Appointments

The Board of Directors 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 and Removal

Any officer may be removed from office with or without cause by four (4) or more members of the Board of Directors. Any officer may resign at any time 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 a vote of four (4) or more members of the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

### Section 7. Multiple Offices

The offices of Secretary and Treasurer may be held by the same person. No persons shall simultaneously hold more than one of any of the other offices except in the case of special office created pursuant to Section 4 of this Article.

### Section 8. Compensation

No officer may receive any compensation for their services, except reimbursement for out-of-pocket expenses.

### Section 9. Duties – The duties of the officers are as follows:

#### President

##### a. The President shall:

1. Preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks or delegate to one or more Directors.

2. During the first meeting of the new Board of Directors appoint a special three (3) person committee including himself, or herself to designate essential, functional committees and nominate Chairpersons to head those committees for that year. This committee will advise the other members of the Board of its recommendations at the following meeting. The Board of Directors will either ratify these recommendations as a whole or request the committee to submit a new slate for the next meeting.
3. Be responsible for employee supervision. The President may delegate this responsibility as appropriate to other Directors, but the President remains the final arbiter in any dispute as to supervisory authority.

#### Vice-President

b. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

#### Secretary

c. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors 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 of Directors.

#### Treasurer

d. The Treasurer shall, in person or by delegation, 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; sign all checks or delegate that task to one or more Directors or office administration; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at the regular annual meeting, and deliver a copy of each to the Members. The President and the Treasurer shall sign all promissory notes of the Association. In the event the President or Treasurer is unavailable, upon directive of the Board, the Vice President may act on his/her behalf.

## ARTICLE XII

### COMMITTEES

Section 1. The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees and/or elect committee Chairpersons as deemed appropriate in carrying out its purpose.

Section 2. Any Committee shall be advisory in nature and shall only have the power to make recommendations to the Board of Directors.



Section 3. The Chairperson of any committee shall be a member of the Board of Directors. A Director may attend meetings of a committee for which he or she does not serve as the chairperson, but such Director may not vote at such committee meeting.

Section 4. A Non-owner Resident may serve on a committee, other than the Finance Committee or any Architectural Committee.

## ARTICLE XIII

### ASSESSMENTS

Section 1. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual Association assessments, annual maintenance assessments, and special assessments. The Association may levy dues or assessments or both on the Members.

Section 2. The Board shall cause a reserve study to be updated not less than every five (5) years. If the reserve study shows that the Association's reserve accounts are collectively funded at less than seventy-five (75%) percent of the amounts recommended in the reserve study on a fully funded basis (as described in clause (i) *infra*), the Board shall not adopt any annual assessment that is less than the lesser of (i) the amount(s) that are set forth in the reserve study that should be contributed to the reserves; or (ii) the maximum amount permitted under the Declaration, as amended.

Section 3. Any assessments which are not paid when due shall be delinquent. Each assessment not paid by the last day of the month in which the due date falls shall be subject to a late charge set by the Board of Directors from time to time and the Association may bring an action at law or in equity against the owner to collect the unpaid assessment plus late fees, cost, and reasonable attorney's fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

## ARTICLE XIV

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SHM Homes Association.

## ARTICLE XV

### AMENDMENTS

Section 1.

These Bylaws may only be amended by the Members at a regular or special meeting by a vote of a majority of a quorum of Members or their proxies present. At least thirty-days written notice shall be given to each Member entitled to vote stating that the purpose, or one of the purposes, of the meeting

is to consider the adoption, amendment or repeal of one or more bylaws. There shall be included in or enclosed with the notice a copy of the proposed amendment.

Section 2.

The Board of Directors shall not have any authority to adopt, change or amend any bylaw.

Section 3.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

Section 1. Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Matters of dispute

Matters of dispute or disagreement between Members or with respect to interpretation or application of the provisions of these Bylaws shall be determined by the Board of Directors, which determination shall be binding on all Members.

Date of Adoption. . . . .	November 1, 1974
Amendment Number 1. . . . .	January 16, 1984
Amendment Number 2. . . . .	March 18, 1985
Amendment Number 3. . . . .	March 16, 1987
Revised Printing. . . . .	March 21, 1988
Amendment Number 4 . . . . .	March 19, 2012
Amendment Number 5. . . . .	March 15, 2021
Amended and Restated . . . . .	