

BY-LAWS

OF

DELANCEY COURT CONDOMINIUM ASSOCIATION, INC.

Article I

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Delancey Court Condominium Association, Inc. (hereinafter sometimes referred to as the "Association"), a Pennsylvania nonprofit corporation.

Section 2. Principal Office. The principal office of the Association in the Commonwealth of Pennsylvania shall be located at 487 Delancey Court, Mechanicsburg, Cumberland County. The Association may have such other offices, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Applicability. These By-Laws provide for the governance of the Association pursuant to the requirements of Section 3306 of the Uniform Condominium Act, Act of July 2, 1980, P.L. 286, as amended ("Act"), 68 Pa.C.S. Section 3306, with respect to the Condominium created by the recording of the Declaration of Covenants, Conditions, and Restrictions for Delancey Court Condominium (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration") in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Misc. Book 298, Page 856, as amended.

Section 4. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration, or if not defined therein, the meanings specified or used for these terms in the Act.

Section 5. Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Nonprofit Corporation Law of 1988, 15 Pa.C.S. Section 5101 et seq., as it may be amended from time to time, hereinafter referred to as the "Corporation Law".

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association is being organized as a nonprofit corporation. The Association shall consist of all of the Unit Owners acting as a group, also referred to herein as "Members", in accordance with the Act, the Declaration, and the By-Laws. The Association shall have the responsibility of administering the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meeting of the Association shall be held on the Sunday closest to the 15th day of September of each year. At the annual meetings the Board shall be elected by ballot of the Members in accordance with the requirements of Article III of these By-Laws, and any other business as may properly come before the meeting may be transacted.

Section 4. Special Meetings. The President may call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by and presented to the Secretary by Members entitled to cast at least thirty (30%) percent of the votes of the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after receipt by the President of the resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than forty-five (45) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless Objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30)

days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that at least twenty-five (25%) percent of the total votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. Voting at all meetings of the Association shall be on a one vote per unit basis. When the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of this Unit shall be the person named in a certificate executed by all of the owners of the Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of the Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present, then the vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310(a) of the Act. There shall be deemed to be unanimous agreement if anyone of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. The certificate shall be valid until revoked by a subsequent certificate similarly executed. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

Section 9. 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 before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Residential Unit or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy. If the Unit is owned by more than one person, each owner of the Unit may vote or register protest to casting the vote by the other owner or owners of the Unit through a duly executed proxy. A Unit owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over the meeting of the Association.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of twenty-five (25%) percent of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 13. Action without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

Article III

Board of Directors: Number. Powers. Meetings

A. Composition and Selection

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors otherwise referred to in the Declarations as the Executive Board. The Directors shall be Members; provided, however, not more than one member occupying the same unit shall serve on the Board at the same time.

Section 2. Number of Directors. The Board shall consist of five (5) members who shall be elected at the Annual Meeting of Association members.

Section 3. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such 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 in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 4. Term of Office. The initial term of the Directors shall be fixed at the time of their election as they among themselves shall agree with two (2) Directors serving a three (3) year term, two (2) Directors serving a two

(2) year term and one (1) Director serving a one (1) year term. At the expiration of the initial term of office of each respective member of the Board, a successor shall be elected to serve for a term of three (3) years. The members of the Board shall hold office until their respective successors shall have been elected by the Association.

Section 5. Removal of Directors and Vacancies. Unless the entire Board is removed from office by the vote of the Association Members, an individual Director shall not be removed prior to the expiration of his or her term of office if the number of votes cast against his or her removal would be sufficient to elect him or her if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Directors authorized at the time of the more recent election of Directors were then being elected. A Director who was elected solely by the votes of Members other than the Declarant may be removed from office prior to the expiration of his or her term by the votes of a majority of Members other than the Declarant. A Director who fails to attend three (3) or more consecutive meetings may be removed by a majority vote of the other Directors.

In the event of death, removal or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 6. Voting Procedure for Directors. The first election of the Board shall be conducted at the first meeting of the Association. 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.

B. Meetings .

Section 7. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least once every six (6) months during the fiscal year. Notice of the time and place of the meeting shall be communicated to Directors not less than five (5) business days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors on at least five (5) business days' notice. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a)

by personal delivery; (b) written notice by first class *mail*, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by FAX. All such notices shall be given or sent to the Director's address, telephone or FAX number as shown on the records of the Association.

Section 10. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. Each Director will be excused from paying one month's Association assessment for each twelve (12) months of service on the Board. No Director shall receive any additional compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board if and to the extent not in conflict with the Declaration, these By-Laws or the Act.

Section 14. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting. of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote. Any written consent shall be filed with the minutes of the proceedings of the Executive Board.

C. Powers and Duties.

Section 15. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by, the Members.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses;

(b) making assessments in accordance with the Declaration, Article XIV;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations:

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any

proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to owners:

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All requests to make such examination must be made in writing at least thirty (30) days prior to the desired date of examination.

(m) make available to any prospective purchaser of a Residential Unit, any Owner of a Residential Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Residential Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Residential Unit, and financial statements of the Association:

(n) permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Condominium;

(o) power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association;

(p) employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), (i), (l), (m), (o) and (p) of this section. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

(q) keeping copies of documents and correspondence related to the approval or disapproval of structural changes requested to be made by members.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may

elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election. Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Removal of an officer requires the vote of a majority of the other Directors.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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. Agreements, Contracts Deeds Leases Checks. Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V Common Expenses; Budgets

Section 1. Fiscal Year. The fiscal year end of the Association shall be the 31st of August unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the incorporation of the Association.

Section 2. Preparation and Approval of Budget.

(a) Adoption of Annual Budget. On or before the 31st day of July of each year, the Executive Board 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 which are the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Declaration, these By-Laws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget may also include such reasonable amounts as the Executive Board considers necessary to provide reserves for working capital, operations, contingencies and replacements.

(b) Notice of Annual Budget. Within fifteen (15) days after adoption of the budget, the Executive Board shall make the budget available for inspection at the Association office and shall send to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owner's assessments for Common Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to the limitations set forth in Section 4 below, and as may appear in the Declaration.

Section 3. Accounts. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices.

Section 4. Rejection of Budget; Limitation on Expenditures. At the annual meeting, the Association, by a majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board.

Section 5. Payment of Common Expenses. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. Subject to Section 3315(b) (2) of the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessment or charges against such Unit which accrue prior to the time such holder comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgage Unit.

Section 6. Collection of Assessments. The Board or the Managing Agent, at the request of the Board, shall take prompt action to collect any

assessments for Common Expenses due from any Unit Owner which remain unpaid for more than twenty (20) days from the due date for payment thereof. In the event legal advice is sought regarding or any legal action is taken to enforce collection of unpaid assessment, the Unit Owner shall also pay to the Association reasonable attorney's fees and costs which may also be collected in the same manner as provided herein for assessments.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, one (1) or more special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8. Notice and Quorum for Any Action Authorized Under Section 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 7 shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (~) of the required quorum at the preceding meeting.

Section 9. Date of Commencement of Annual Assessments' Due Dates. The first annual assessment to which a Lot shall be subject, shall be adjusted according to the number of months remaining in the calendar year including the month which said Lot became subject to the obligation to pay assessments. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A certificate executed by the President, Vice President, Secretary or Treasurer of the Association as the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Article VI
Compliance and Default

Section 1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, and the Rules and Regulations, as any of the same may be amended from time to time. In addition to the remedies provided in the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or the Managing Agent, to the following relief.

Section 2. Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

Section 3. Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, each party shall be responsible for their own costs of such proceeding including attorney's fees.

Section 4. No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws, the Executive Board, or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, or the Rules and Regulations shall be deemed to be cumulative and the exercise of anyone (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these By-Laws, or the Rules and Regulations or at law or in equity.

Section 5. Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any By-Law contained herein or the breach of any provision of the Declaration, shall give the Executive Board the right, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass. Except in the case of an emergency as determined by the Board, such actions by the Board shall take place only after providing the Unit Owner with five (5) days written notice to cure any violation or breach; (b) fines; and/or (c) to enjoin, abate or remedy

by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 6. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration, the Plats and Plans, the By-Laws or the Rules and Regulations, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Article VII Amendments

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these By-Laws that is defective, missing or inconsistent with any other provision hereof, or with the Declaration, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Section 2. Approval of Mortgage. These By-Laws may contain provisions concerning various rights and interests of record holders of mortgages on Unit. Provisions in these By-Laws are to be construed as covenants for the protection of the mortgage holders on which they may rely in making loans secured by mortgages. Accordingly, no amendment or modification of these By-Laws impairing or affecting the rights, priorities, remedies or interests of a mortgage holder shall be adopted without the prior written consent of the Mortgage Holders who have registered an address with the Secretary.

Section 3. Amendment to the Declaration. Any two (2) officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

Article VII Miscellaneous

Section 1. Conflicts. If there are conflicts or inconsistencies between the provisions of Pennsylvania law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Pennsylvania law, the

Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 2. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Project as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall 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 right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 3. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid.

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residential Unit of such owner; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Section 4. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the By-Laws or the intent of any provision.

Section 5. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the

singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

The foregoing By-Laws of Delancey Court Condominium Association are hereby adopted on this the 14th day of November 2017.

A handwritten signature in cursive script that reads "Henry Brillinger". The signature is written in black ink and is positioned above the printed name.

Henry Brillinger, Secretary