

BAYARD MANSION CONDOMINIUM ASSOCIATION
4677 BAYARD STREET
PITTSBURGH, PA 15213

September 10, 1996

Bayard Mansion Condominium Unit Owners
4677 Bayard Street
Pittsburgh, PA 15213

Dear Unit Owners:

At the 1995 Annual Meeting the following Amendment to the Bylaws was adopted:

Section 5 of Article IV of the Bylaws is amended to read as follows:

Section 5: The presence, in person or by proxy of the owners of at least fifty-seven (57%) percent (constituting eight (8) units) of the ownership interest in the Common Elements shall be required for and shall constitute a quorum for the transaction of business at all meetings of members.

Very truly yours,


Stanley G. Makoroff
Treasurer

BYLAWS GOVERNING
BAYARD MANSIONS CONDOMINIUM ASSOCIATION
ORGANIZED UNDER THE LAWS OF PENNSYLVANIA

ARTICLE I

NAME AND LOCATION OF ASSOCIATION: The name of this Association is BAYARD MANSIONS CONDOMINIUM ASSOCIATION with its principal office located in the city of Pittsburgh, Allegheny County, Pennsylvania.

ARTICLE II

PURPOSE: The purpose of this association is to act on behalf of its members as their governing body with respect to the administration, maintenance, repair and replacement of certain property which has been submitted to the provisions of the Uniform Condominium Act of Pennsylvania, P.O. 238, Act 82 of 1980, to be known as Bayard Mansions Condominium, and as such to own and acquire any real estate or interest or rights therein or appurtenant thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose.

ARTICLE III

MEMBERSHIP:

Section 1 The members shall consist of all of the Unit Owners of that property located at Bayard and Neville Streets, Fourth Ward, City of Pittsburgh, Allegheny County, Pennsylvania, known as Bayard Mansions Condominium, in accordance with the respective percentages of ownership of the said Unit Owners in the Common Elements of the said property. Such representative percentages of ownership have been determined in accordance with the provisions of the Declaration, which Declaration and Declaration Plan have been recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, Deed Book Vol. 7523, Page 121, by which the said property has been submitted to the provisions of the Uniform Condominium Act of the Commonwealth of Pennsylvania, to which Declaration a copy of these Bylaws is attached.

Section 2 Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each Unit Owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest.

ARTICLE IV

MEETINGS OF MEMBERS:

Section 1 Annual meetings of the membership shall be held at the property at Bayard and Neville Streets, Fourth Ward, City of Pittsburgh, Allegheny County, Pennsylvania, or at any other suitable place reasonably convenient to the Unit Owners as may be specified in the Notice of Meeting. The annual meetings shall be held on the third Wednesday of October of each year.

Section 2 A special meeting of the Unit Owners may be called by the President (see Article V Section 2) as directed by resolution of the Executive Board or upon a Petition signed by the Owners of fifty (50%) of the ownership interest. The Notice of any Special Meeting shall state the time, place and purpose thereof and shall be delivered to all Unit Owners promptly. No business shall be transacted at a special Meeting except as stated in the Notice unless with the consent of four-fifths (4/5) of the Owners present.

Section 3 Upon the direction of the President, the Secretary, or upon his/her failure or neglect, then any officer or Board Member, shall hand deliver or mail by United States regular mail, a Notice of each Annual or Special Meeting to each Unit Owner. The Notice shall state the date, time and place of the meeting plus items on the agenda, including the general nature of any proposed amendment to the Bylaws. At least ten (10) but not more than sixty (60) days notice of said meeting shall be provided.

Section 4 The presence, in person, of the Owners of at least fifty-seven percent (57%) constituting eight (8) units of the ownership interest in the Common Elements shall be required for and shall constitute a quorum for the transaction of business at all meetings of Unit Owners.

Section 5 If, at any meeting of Unit Owners, a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called with notice of such meeting promptly delivered to the Owners.

Section 6 The aggregate number of votes for all Unit Owners shall be fourteen (14) and shall be divided among the respective members in accordance with their respective percentages of ownership interest in the Common Elements. Each Unit has an equal percentage of ownership; thus each Unit has one (1) vote. If any Unit Owner consists of more than one (1) person, the voting rights for such Unit Owner shall not be divided, but shall be exercised only as a Unit.

Each question presented at a meeting shall be determined by a majority vote of those present unless, by express provision of these Bylaws or the Declaration, a different vote is required.

Section 7 The vote of corporate, partnership or trust member may be cast on its behalf by any officer, partnership or trustee of such member and any such member may appoint its officer, partner, trustee or beneficiary, or any other member as its proxy.

ARTICLE V

EXECUTIVE BOARD:

Section 1 The affairs of the Association shall be governed by an Executive Board. Such governing body shall constitute the governing body referred to in the Uniform Condominium Act of the Commonwealth of Pennsylvania. The Board shall be composed of five (5) persons elected by the Association members at the Annual Meeting. Each Board member shall be a Unit Owner; or if a Unit Owner shall be a corporation, partnership or trust, then an officer, partner or beneficiary of such Unit Owner.

Section 2 The Executive Board shall have the powers and duties necessary for administration of the affairs of the corporation and shall have all powers and duties referred to in the Declaration and may do all such acts and things provided by the Uniform Condominium Act of the Commonwealth of Pennsylvania. The powers of the Executive Board shall include but not be limited to the following:

- (a) To elect the officers of the Association;
- (b) To administer the affairs of the Association and the property;

- (c) If directed by the Unit Owners, to engage the services of a manager or managing agent for the property and to fix the terms of such engagement and the compensation and authority of such managing agent;
- (d) To promulgate and enforce such Rules and Regulations and the Addenda to them concerning the operation and use of the Property or of the Common Elements as may be consistent with the Declaration and these Bylaws and to amend the same from time to time;
- (e) To provide for the maintenance, repair and replacement of the Common Elements;
- (f) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Unit Owners their respective share of the estimated expenses as hereinafter provided; and
- (g) To do any and all things provided for in the Uniform Condominium Act.

Section 3 There shall be five (5) members of the Executive Board. Effective upon the first election following adoption of these amended Bylaws, the terms of office of the Board members shall be fixed at two (2) years with the terms of office of two (2) members expiring in 2007 and of three (3) members in 2008. Terms of office shall be fixed so that the terms of at least two-fifths (2/5th) of the board members will expire annually.

Section 4 Vacancies in the Executive Board caused by any reason, including the failure of a Board member to continue to meet the qualifications of office, shall be filled by election by the Unit Owners at a Special Meeting called for such purpose.

Section 5 Regular meetings of the Executive board shall be scheduled quarterly at a date and time acceptable to the Members of the Board. Any members of the Association may attend but may not participate in the meeting unless such participation has been approved prior to the meeting.

Section 6 Special Meetings of the Executive Board may be called by the President or a majority of the Board on three (3) days notice to each Board Member by mail or delivery. Board Members may waive such notice of a Meeting and consent to or take any action without a formal meeting.

Section 7 At all meetings of the Executive Board, eighty % (80%) of the Board Members or four (4) Board Members shall constitute a quorum required for the transaction of business.

Section 8 Any Board Member may be removed from office by the vote of Unit Owners owning at least three-fourths (3/4) of the ownership in the Common Elements. Board Members shall receive no compensation for their service except as expressly provided by a resolution duly adopted by the Unit Owners.

Section 9 The Executive Board shall have no authority to approve or authorize any expenditure in excess of Five Thousand (\$5000.00) Dollars, nor to authorize the Association to enter into any contract except with the approval of a majority of the Unit Owners.

ARTICLE VI

OFFICERS:

Section 1 The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer which officers shall be elected at the Meeting of the Board which follows the Annual Meeting of the Association. It is required that the President be a member of the Board; the other officers need not be.

Section 2 Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Executive Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

Section 3 Each respective officer of the Association shall have such powers and duties as are usually vested in such office, including but not limited to, as follows:

- (a) The President shall be a Board Member and shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Association and of the Executive Board.
- (b) The Vice-President shall, in the event of the absence or disability of the President, perform the duties and exercise the powers of such office.
- (c) The Secretary shall keep Minutes of all meetings of the members and of the Board and shall, upon the direction of the President, provide and distribute in writing, communications to the Unit Owners.

- (d) The Treasurer shall be responsible for the Association funds and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purpose

Section 4 The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.

Section 5 The Executive Board may delegate the duties of the Secretary and the Treasurer to any manager or managing agent appointed by said Executive Board, but such delegation of duty will not convey with it the right of any manager or managing agent to set the policy of the Association.

ARTICLE VII

FISCAL MANAGEMENT:

Section 1 The fiscal year of the Association shall begin on the first day of January each year.

Section 2 Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within a reasonable time after the close of each fiscal year, the Association shall furnish the members with a statement of the income and disbursements of the Association for such prior fiscal year.

Section 3 With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expenses for such year, including, but not limited to, the following items:

- (a) Management and administration expenses;
- (b) The estimate cost of repairs, maintenance and replacement of Common Elements;
- (c) The cost of such utilities as may be furnished by the Association;
- (d) Such other expenses of the Association as may be approved by the Executive Board including operating deficiencies, if any, for prior periods.
- (e) The amount of cash reserves for each year will be determined by the Executive Board at the scheduled January meeting.

The board shall also estimate the amount of income to be received by the

Association from the use, operation or rental of any of the Common Elements, which amount shall be referred to as a non-membership income. The difference between the estimated annual expenses of the Association and the non-membership income shall be an amount referred to as membership assessments.

At the Annual Meeting in October, the Board shall cause an estimated annual budget to be presented based on its estimations of annual expenses, non-membership income and membership assessments and copies of such budget shall be furnished to each member.

On or before the first day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment. Each member's proportionate assessments shall be the same as his respective percentage ownership in the Common Elements.

If any member should fail or refuse to make payment of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the interest of such member in the Property. The Association and the Board shall have the authority to perfect and enforce any and all rights and remedies provided in the Uniform Condominium Act, the Declaration or these Bylaws, or otherwise available at law or in equity for the collection of all unpaid assessments.

Section 4 If at any time during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, or in the case of an extraordinary expense not included in the approved budget, the Board shall prepare and cause to be delivered to the members a revised annual budget for the balance of such fiscal year and, thereafter, monthly assessments shall be determined and paid on the basis of such revisions.

Section 5 Any Unit Owners or their mortgagees, may inspect or audit at their own expense, the books and records of the Association. Said inspection shall take place during normal business hours and at the customary location of said records and shall be available upon five (5) days prior written notice to the Association.

The Executive Board may request that the financial procedures and records of the Association be reviewed at the expense of the Association.

ARTICLE VIII

JUDICIAL COMMITTEE:

Section 1: The Executive Board may appoint as needed from among the Owners a three (3) member Ad Hoc committee to be known as the Judicial Committee. It shall be the responsibility of the Committee to hear complaints brought before it by any owner as to the alleged violation of any condition, rule or regulation of ownership and use of Unit, Common Element or Limited Common Element by any other owner, spouse of owner, child of owner or guest of owner. Upon receipt of a complaint in writing, the President shall activate a Judicial Committee which shall then name a hearing time and place, to be scheduled within ten (10) days, but not sooner than five (5) days. The owner accused of such violation shall be notified in writing of the alleged complaint and the time and place of hearing by regular mail and be given at least three (3) days notice of such hearing. The Committee as a whole shall act as a judicial officer and shall require testimony from any other owner or witness. The hearing shall be public. The Committee, after hearing all testimony, shall, if such violation has been factually verified, levy a special assessment upon the owner who violated, or whose spouse, child or guest violated the condition, rule or regulation of the Association. The levy shall be no less than twenty (\$20.00) dollars and no more than four hundred (\$400.00) dollars, plus the cost of physical damage which resulted to the Common Elements as a result of the violation. Said special assessment shall become a lien and have the same standing and effect as stated above in Section 3 with regard to the monthly assessment.

Any owner aggrieved by this section shall have the right of appeal from the decision of the Committee to the American Arbitration Association whose decision shall be final and binding upon all parties hereto.

ARTICLE IX

USE AND OCCUPANCY RESTRICTIONS:

Section 1 No Unit shall be used for any other purpose than as a private dwelling for the member and his immediate family or by a person to whom the member shall have leased his unit subject to all the provisions of these Bylaws and the Declaration. No unit may be leased for an initial term of less than three months or for more than twelve months. No member nor a lessee of any member shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the

Property or the contents thereof, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance or suffer any immoral or illegal act to be committed anywhere in or upon the property.

Section 2 Each member shall maintain his own unit in good condition, order and repair at his own expense. No unit owner shall display, hang, store or use any signs or articles whatsoever on his balcony or outside his unit other than such draperies, curtains or shades as may be permitted in accordance with the rules and regulation established by the Board. No member may paint, decorate or otherwise alter or modify in any way the outside of his unit, or install outside of his unit any canopy, awning, covering, radio or television antenna, or structure or addition of any kind whatsoever without the prior written consent of the Board.

Section 3 Trash, garbage or other waste shall be kept only in sanitary containers and shall be disposed of in the place provided for such purpose in such manner as may be prescribed from time to time in rules and regulations established by the Board.

Section 4 No member shall overload the electrical wiring in the building or operate any machinery, appliance, accessories or equipment in such a manner as to cause, in the judgment of the Board, any unreasonable disturbance, or make any alterations to or connections with the heating or air conditioning or plumbing systems without the prior written consent of the Board.

ARTICLE X

INDEMNIFICATION:

Section 1 The Association shall reimburse or indemnify each Board member, officer and employee of the Association for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding (whether brought by or in the name of this Association or such other corporation or association or otherwise) civil, criminal, administrative or investigative, (hereinafter called "action"), in which he may become involved as a party or otherwise by reason of his being or having been such director,

officer or employee or by reason of any action taken or not taken in such capacity, or omission whether he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of these By-laws provided that (i) in respect of any action by or in the right of the Association or such other association, such person was not negligent or guilty of misconduct to the Association or such other corporation, and (ii) in respect of all other actions such person acted in good faith in what he reasonably believed to be in the best interests of this Association or such other corporation or association, and in addition, in any criminal action, had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit, or proceeding by judgment order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 2 As used in these By-laws, the term "liabilities and expenses" shall include, but not be limited to, counsel fees and expenses and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by a director, officer, or employee, but shall not include amounts paid to this Association itself (or to such other corporation or association) unless approved by a court.

Section 3 Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him only if it shall be determined that such person has met the standards set forth in Section 1, either (i) by the Executive Board, acting by a quorum consisting of two (2) or more Association Executive Board members other than those involved in the action, or (ii) if there are not at least two (2) Board members then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association their written advice to such effect.

Section 4 Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by

such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.

Section 5 The foregoing right of reimbursement or indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and in the event of his death shall extend to his legal representatives.

Section 6 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, manager or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, manager or agent of another association, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this section.

ARTICLE XI

AMENDMENTS:

These By-laws may be amended or modified at a regular or special meeting, by the action or approval of ten (10) Unit owners. Notice of proposed changes must be distributed in writing to the Unit Owners at least thirty (30) days prior to the Annual Meeting or Special Meeting called for that purpose.

The within By-laws are adopted by appropriate action of the members of the Bayard Mansions Condominium Association, this 17th day of October, 2007.

ATTEST:

William Hisker
Secretary

BAYARD MANSIONS CONDOMINIUM
ASSOCIATION

Virice Kroll, Acting President