

**BYLAWS
OF
MAYTOWN VILLAGE SQUARE ASSOCIATION, INC.**

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ARTICLE I INTRODUCTION

1.01. Purpose. These Bylaws have been adopted by the Maytown Village Square Association, Inc. (hereinafter the "Association") for the regulation and management of its affairs, including the ownership of real estate and the power to assess.

ARTICLE II OFFICES

2.01. Principal Office. The principal office of the Association and of the Board shall be located initially at 250 Sload Circle, Marietta, Pennsylvania 17547, but thereafter may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Board.

ARTICLE III MEMBERSHIP

3.01. Definition of Members. The Members of the Association are the Unit Owners as defined in the Declaration.

3.02. Voting Strength of Members. (a) Each Unit Owner shall be entitled to one (1) vote per Unit in which the Owner holds legal title. If more than one (1) Owner holds legal title to any Unit, all such persons shall be Members and the vote for such Unit shall be exercised as the Owners between or among them shall determine, but in no event shall more than one (1) vote be cast with respect to any single Unit.

(b) The right of any Member to vote is conditioned upon the Member being current on the payment of all dues, assessments, fines, or other amounts due to or assessed by the Association. If there is a delinquency, then the eligibility of that Unit to vote shall be suspended pending payment of all amounts so due.

3.03. Assessment. Members are subject to assessment as set forth in the Declaration.

3.04. Place of Members' Meetings. The meetings of the Members shall be held at the Community Center located at 250 Sload Circle, Marietta, unless otherwise designated by the Board of Directors.

3.05. Members' Meeting. The members meetings shall take place quarterly or as designated by the Board of Directors.

3.06. Notice of Members' Annual Meeting. Written notice, stating the place, day and hour of the annual meeting, as well as the purposes for which the meeting is called, must be delivered either personally or by first class mail, to each Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. If mailed, the notice will be deemed delivered when deposited in the United States Mail addressed to the Members at the Member's address as it appears in the records of the Association.

3.07. Notice of Members' Special Meeting. Notices of special meetings must include the content. The notice requirement shall be the same as stated for Annual Meeting except that the advance notice period shall be at least 48 hours.

3.08. Quorum of Members. The presence of not less than the majority of the members shall constitute a quorum and shall be necessary to conduct the business of this organization; but a lesser percentage may adjourn the meeting for a period of not more than 2 weeks from the date scheduled by these By-Laws and the secretary shall cause a notice of rescheduled meeting to be sent to all those members who were not present at the meeting originally called. A quorum at any adjourned meeting shall be ten (10%) percent of all Members. The latest version of "Roberts Rules of Order," shall govern any meeting. Special meetings of the Association may be called by the President when s/he deems it in the best interest of the Association. Notices of such meeting shall be given pursuant to Section 3.07 above. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom it was called. At the request of the majority (4 out of 7) of the members of the Board of Directors or twenty (20%) percent of the Members, the President shall cause a special meeting to be called but such request must be made in writing at least ten (10) days before the requested scheduled date. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

3.09. Proxies. The vote allocated to a Unit may be cast pursuant to a written proxy duly executed by the Unit Owner. If the Unit is owned by more than one person, each Owner of the Unit may vote or register protest to a cast of the vote by the other Owner/s 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 at which the proxy is to be used. A proxy is void unless it contains all of the following: (a) the date on which it is executed by the Owners; (b) the printed names(s) and signature(s) of (i) the Owner(s) granting the proxy and (ii) the person being granted the proxy; (c) the date of the meeting at which the proxy is valid; and (d) the specific manner in which the proxy is to cast a vote or votes on issues (i.e., for or against an issue: at the specified meeting. A proxy is void after the meeting at which it's use is authorized (unless such meeting is continued, in which case the proxy is valid for the purpose(s) for which it was executed at the continued meeting).

3.10. Transferability of Membership. Membership in the Association is non-transferable and non-assignable except an Owner shall cease to be a Member when no longer the Owner of a Unit.

3.11. Order of Business. The order of business at the annual meeting of the Association shall be as follows:

- A. Call to order
- B. Reading and approval of any unapproved minutes.
- C. Reports of officers.

- D. Reports of committees, if any.
- E. Board nominations if any.
- F. Election of inspector of elections, if necessary.
- G. Election of board member/s, if necessary.
- H. Old business.
- I. New business.
- J. Adjournment.

At all meetings of the Association, Roberts' Rules of Order (latest version) shall be followed.

ARTICLE IV BOARD OF DIRECTORS

4.00. Election of Board of Directors. Each member of the Board of Directors shall be elected to a three (3) year term by a simple majority ballot vote of members present or by written proxy.

4.01. Definition of the Board. The Board is a group of persons vested with the power and authority to manage the business and affairs of the Association.

4.02. Structure of the Board. The business of this Association shall be managed by no less than a five (5) and no more than a nine (9) person Board of Directors. Membership of the board shall be comprised of:

- Village Square Sector - one member
- Bridle Path Sector – one member
- Village Square Commons – one member
- Members At Large – remaining members

Membership in the above specified representation may only be altered if there is no member willing to serve from a specific housing sector. No housing sector may supply all Directors. The Directors mentioned above include the President who, pursuant to Article V, shall also be a Director.

Directors shall be elected for a three-year term, with the possibility of re-election for a second three-year term.

No Director may serve more than 2 consecutive three-year terms. This may be altered at the discretion of the Board only if no member/s willing to serve.

Board members' terms shall be staggered so that no more than three Directors shall rotate off the Board in any given year through the normal election process.

The Board of Directors shall have the control and management of the affairs and business of the Association. The Board of Directors shall only act in the name of the Association when it shall be regularly convened by its chairman after due notice to all the directors of such meeting. All such meetings shall be conducted at the Community Center. Notice of such meetings shall be posted on the Association's web site and open to all Members of the Association.

A majority of the Board of Directors present at any meeting of the Board shall constitute a quorum.

The meetings of the Board of Directors shall be held regularly on the 3rd Monday of each month, or as so designated by the Board.

Each Director shall have one vote and such voting may not be done by proxy.

The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the vacant term.

The President of the Association by virtue of holding that office shall be Chairman of the Board of Directors.

4.03. Location of Board Meeting. The meetings of the Board, regular or special, shall be held at such place as designated by the Board.

4.04. Annual and Regular Board Meetings. The Board shall hold an annual meeting within ten (10) days following the annual meeting of the Association for the purpose of electing officers of the Association and for any other purpose which may be required or permitted by law, these Bylaws or the Declaration. The Board shall also hold regular meetings at least once every three (3) months. The annual meeting of the Board shall also be a regular meeting, and one of the other regular meetings shall occur at least thirty (30) days but not more than sixty (60) days prior to the annual meeting of the Association at which Board meeting the budget for the Association shall be adopted for the coming year, subject to approval by the Unit Owners at the annual meeting of the Members. If the Unit Owners do not accept the budget presented by the Board, then the budget for the next succeeding year shall be the budget for the current year. The annual meeting of the Board, shall be scheduled and noticed at least thirty (30) days in advance; regular Board meetings shall be noticed at least one (1) week in advance. All such meetings shall be held at the times and places as shall be designated by a majority of the Board. Notice of Board meetings shall be delivered to all Board members, personally, by email, or by first class mail.

4.05. Notice of Special Board Meetings. Written notice stating the place, date and time of any special meeting of the Board will be delivered to each Board member not less than two (2) days before the date of the meeting, either personally, by email or by first class mail. If mailed,

the notice will be deemed to be delivered when deposited in the United States Mail addressed to the Board member at Board member's address as it appears in the records of the Association, postage prepaid. The notice need not state the business to be transacted, nor the purpose of, the special meeting.

4.06. Call of Special Board Meetings. A special meeting of the Board may be called by written request of any four (4) Board members with such request to be delivered to the Secretary.

4.07. Waiver of Notice. Attendance of a Board member at a meeting of the Board will constitute a waiver of notice of that meeting except when the Board member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

4.08. Quorum of Board. A majority of the whole Board will constitute a quorum. The act of a majority of the Board members present at a meeting at which a quorum is present will be the act of the Board, unless a greater number is required pursuant to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §5101 et. Seq. or Pennsylvania Uniform Condominium Act, 68Pa.C.S. §3101 et.seq. (hereinafter singly or jointly the "Act") or under the provisions of the Declaration.

4.09. Annual Assessments. The Board shall have the power to make an annual assessment against each Unit, as provided in the Declaration. The Board shall, by written notice, notify each Owner of the assessment for each Unit and the same shall be due and payable within thirty (30) days after receipt of said notice or such other date designated by the Board.

4.10. Report of the Board. The Board, through the Treasurer, shall present at each annual meeting of the Association, and when called for by a vote of the Association at any special meeting of the Association, a full and clear statement of the financial position, business and condition of the Association.

4.11 Voting. At all regular and special meetings of the Board, each Director shall be entitled to cast one (1) vote and a majority vote of the Board at any meeting at which a quorum is present shall bind the Board, except as otherwise provided herein.

4.12 Resignation and Removal. (a) At any regular or special meeting of the Association duly called, any one (1) or more of the Directors may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting at which such removal shall be voted upon and shall be given an opportunity to be heard at the meeting. A Director may resign at any time and shall be deemed to have resigned upon transfer of title to his or her Unit.

(b) If a Board member misses more than two (2) consecutive Board meetings without good cause (as determined in the discretion of remaining Board members), s/he shall be deemed to have resigned, the seat shall be vacant, and shall be filled as provided in Section 4.13.

4.13 Filling of Vacancies. Any vacancy or vacancies on the Board caused by death, resignation, removal from office or otherwise, may be filled by the remaining Directors at a special meeting duly called for that purpose, the successor to serve the balance of the term so filled.

4.14 Action by Consent. If all members of the Board shall consent in writing to any action to be taken by the Board, such action shall be as valid an action of the Board as though it has been authorized at a meeting of the Board.

ARTICLE V OFFICERS

5.01. Officers. The officers of this Association shall be a President, Vice President, Secretary and Treasurer, and each such officer shall be elected pursuant to Section 5.02 below. The Board may otherwise appoint such other inferior officers as it deems necessary who shall serve at the pleasure of the Board.

5.02. Election of Officers. Each officer shall be elected annually by the Board and shall hold office for a term of three (3) years and until their respective successors are elected and qualified. Elections will be held at the first regular meeting of the Board after the annual meeting of the Members. The President shall be a member of the Board, but the Secretary and Treasurer need not be members of the Board. An officer may succeed himself or herself and an officer (except the President) may hold more than one office simultaneously.

5.03. President. The President is the chief executive officer of this Association and will, subject to the control of the Board, supervise and control the day-to-day affairs of the Association. The President shall be the Chairperson of the Board and shall preside at the meetings of the Board. The President will perform all duties incident to the office and any other duties that may be required by law, these Bylaws, or as may be assigned by the Board.

5.04. Vice President. The Vice President shall, in the event of the absence or inability of the President to exercise his office, become acting president of the Association with all the rights, privileges and powers as if he/she had been the duly elected President.

5.05. Secretary. The Secretary will cause to be kept minutes of all meetings of the Members and the Board, and shall be custodian of the Association's records, cause to be given all notices as required by law or by these Bylaws, and generally perform all duties incident to the office of Secretary and any other duties as may be required by law, the Declaration or these Bylaws, or that may be assigned by the Board.

(a) **Official List of Unit Owners.** The Secretary shall cause to be compiled and maintained at the principal office of the Association a current list of Unit Owners and their last known post office addresses. Such lists shall also show opposite each Unit Owner's name the address of the Unit owned by such Unit Owner. The list shall be revised to reflect changes in ownership of Units occurring prior to the date of each annual or special meeting of the Association. This list shall be open to inspection by all Unit Owners and other persons lawfully entitled to inspect the same during regular business hours up to the date of each such annual or special meeting.

5.06. Treasurer. The Treasurer will have charge and custody of the funds and securities of the Association, deposit the funds as required by the Board of Directors, keep and maintain adequate and correct accounts of the Association's properties and business transactions, and render reports and accountings to the Directors and the Members as required by the Board of Directors or by Members or by law. The Treasurer will perform in general all duties incident to the office of Treasurer and any other duties as may be required by law, by the Declaration, these Bylaws or as may be assigned by the Board.

5.07. Officer Resignations, Removals and Vacancies. Any officer may be removed with or without cause at any regular meeting of the Board, or at any special meeting of the Board called for that purpose, upon the affirmative vote of all of the Directors (excluding the vote of the officer being removed if that officer is also a Board member). Any officer may resign at any time by written notice to the Board, such resignation to become effective at the next Board meeting. Any Board member who resigns or who is removed from the Board shall also be deemed to have resigned or have been removed from any office he or she may have held. If any office becomes vacant for any reason, the vacancy shall be filled by the Board, the successor to serve the balance of the term so filled.

5.08 Compensation. No officer shall receive compensation for services as an officer of the Association unless such compensation is approved by a seventy-five (75%) percent affirmative vote of the Members present and voting at an annual or special meeting. Officers shall be entitled to be reimbursed for all expenses reasonably incurred in the discharge of their duties. Any such compensation or reimbursement of expenses shall be a Common Expense.

5.09. Resale Certificates and Statements of Unpaid Assessments. The Treasurer, Secretary or Managing Agent engaged by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify and execute resale certificates. The Association will charge a fee for preparing resale certificates and statements of unpaid assessments.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

6.01 Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. Subject to the limitations contained in the Declaration and the Act, the Board shall have the powers and duties necessary for the administration of the Association and of the Units which shall include, but not be limited to, the following:

- a. Adopt and amend Bylaws
- b. Adopt and amend Rules & Standard Operating Policies
- c. Adopt and amend budgets for revenues, expenditures and reserves;
- d. Assess against and collect assessments from Unit Owners for Common Expenses

- e. Hire and discharge Managing Agents;
- f. Hire and discharge employees and agents other than Managing Agent and independent contractors;
- g. Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association.
- h. Make contracts and incur liabilities;
- i. Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- j. Cause additional improvements to be made as part of the Common Elements;
- k. Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the provisions of the Declaration.
- l. Grant easements (including permanent easements), leases, licenses and concessions, through or over the Common Elements, provided that such easements, leases, licenses or concession shall be granted in accordance with Section 3302 (a) (9) of the Act;
- m. Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, and for services provided to Unit Owners;
- n. Impose charges or interest or both for late payments of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Bylaws and Rules and Regulations of the Association;
- o. Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments;
- p. Provide for the indemnification of the Association's officers and Executive Board and maintain directors' and officers' liability insurance;
- q. Assign the Association's right to future income, including the right to receive Common Expense assessments; only pursuant to the provisions of the Declaration.
- r. Exercise any other powers conferred by the Bylaws or Declaration.
- s. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; subject to the limitations, terms & conditions of the Declaration.
- t. Exercise any other powers necessary and proper for the governance and operation of the Association.

u. By resolution, establish committees of the Board, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain minutes or similar notes of and report their actions to the Board.

6.02 Standard of Care. In the performance of their duties, the Officers and Directors shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, an Officer or Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more Officers or employees of the Association whom the Officer or Director reasonably believes to be reliable and competent in the matter(s) on which reliance is made;

(b) Counsel, public accountants, and other persons as to matters which the Officer or Director reasonably believes to be within the professional or expert competence of such person; or

(c) A committee of the Board upon which s/he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Officer or Director reasonably believes to merit confidence.

(d) An Officer or Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his/her reliance to be unwarranted.

6.03 Delegation of Powers; Management Agent. The Board may employ for the Association a "Managing Agent" at a compensation established by the Board to perform such duties and services as the Board shall authorize. Where a Managing Agent does not, under the Act, the Declaration or these Bylaws, have the power to act such duties shall be performed as advisory to the Board. The Board may delegate to the Managing Agent only the powers granted to the Board by these Bylaws under Subsection 6.01. (e), (f), (g), (h), (i), (m), (n), and (o).

Any contract with the Managing Agent must require no more than ninety (90) days advance notice for termination. This right of termination shall not require the payment of any penalty by the Association. The term of any such contract may not exceed one (1) year. Where the Declarant has entered into a professional management contract before control of the project is passed to the Association, then such contract will give the Association the right to terminate the contract without cause and that right can be exercised at any time after the transfer of control to the Association.

ARTICLE VII COMMITTEES

7.01. Committees. The Board may, from time to time, appoint committees which will have and will exercise such authority as shall be authorized by the Board.

ARTICLE VIII MAINTENANCE

8.01. Maintenance. The maintenance, repair, and replacement responsibility for Units and Common Elements shall be carried out by the Association and the Unit Owners in accordance with the provisions of the Declaration, the Rules and Regulations and the List of Maintenance Responsibilities, as amended from time to time.

ARTICLE IX OPERATIONS

9.01. Fiscal Year. The fiscal year of this Association will be the calendar year.

9.02. Execution of Documents. Except as otherwise provided by law, contracts and other instruments executed in the name of and on behalf of this Association will be signed by the President and attested to by the Secretary, and (on the Association's cop) will have attached a copy of the resolution of the Board certified by the Secretary authorizing the execution of said instrument. Checks, drafts, orders of payment of money and other forms of payment by of this Association shall be signed pursuant to such resolutions as the Board may from time to time adopt.

9.03. Records and Audit. The Association shall cause to be maintained accurate and complete financial records of its affairs, including such information as is required for the Association to provide resale certificates and statements of unpaid assessments as required by Section 3407 (b) and 3315 (g) of the Act. The financial records shall be maintained and audited or reviewed in accordance with Article XI of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the documents.

9.04. Inspection of Books and Records. All records maintained by or on behalf of the Association, including those of the Managing Agent relative to the Association, shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

9.05. Liability of the Board and Officers. Members of the Board and Officers of the Association:

(a) Shall not be liable to the Unit Owners as a result of their activities as a Director or Officers for any mistakes of judgment, negligent, or otherwise, except for their willful misconduct or gross negligence;

(b) Shall have no personal liability in contract to the Unit Owners or any other person or entity under any agreement, issuance or transaction entered into by them on behalf of the Association in their capacity as Director or Officer.

(c) Shall have no personal liability in tort to any Unit Owner or any other person or entity directly or impudent cumbered by virtue of acts performed by them or for them, in their capacity as Director or Officer;

(d) Shall have no personal liability arising out of the use, misuse of condition of the Property, or for which might in any way be assessed against or impudent to them as a result or by virtue of their capacity as Director or Officer.

9.06 Indemnification of the Board and Officers. The Association shall indemnify and hold harmless every Board Member and officer of the Association, and his or her heirs and personal representative, from and against, any and all personal liability and all expenses including counsel fees, incurred or imposed, arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to which he or she is or may be threatened to be made a party by reason of his or her being or having been a Director or Officer of the Association, except to the extent that such liability or expense shall be attributable to his or her gross negligence or willful misconduct. In the event of a settlement, such indemnification shall be provided only if the Board shall have approved such settlement. Such right of indemnification shall not be exclusive of other rights to which such Director or Officer may be entitled. All expenses of indemnification paid by the Association and any cost or expense incurred by the Board or the Association in connection herewith shall be deemed to be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Unit Owner who is or has been a Director or Officer of the Association with respect to any duty or obligations assumed or liability incurred by him or her under and virtue of his or her membership in the Association or his or her ownership of a Unit.

9.07 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Declaration or these Bylaws, a waiver of the notice, in writing, signed by the person or persons entitled to notice, whether before or after the time stated in the waiver, will be deemed equivalent to giving the notice. The waiver must, in the case of a special meeting of Members, specify the general nature of the business to be transacted.

ARTICLE X INSURANCE

10.01. Insurance to be carried by Association. The Association shall maintain, to the extent reasonably available, comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Board but not less than the amount specified in the Declaration covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Areas and the Units, not including improvements and betterments to the Units or personal property of Unit Owners.

10.02. Other Insurance Carried by Association. If the insurance described in Section 10.01 is not maintained, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

10.03. Contents of Insurance Policy. Insurance policies carried pursuant to Section 10.01 hereof must provide that:

(a) The insurer waives its right of subrogation under the policy against any Unit Owner or members of the Unit Owners' household.

(b) No act or omission of any Unit Owner, unless acting within the scope of any authority on behalf of the Association, will void the policy or be a condition to recover under the policy.

(c) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the policy shall be primary insurance and not contributing with the other insurance.

10.04. Evidence and Cancellation of Insurance. Any insurer that has issued an insurance policy under this Article shall issue a certificate or memoranda of insurance to the Association and, upon request to any Unit Owner, mortgagee or beneficiary under a deed of trust or installment sale agreement. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust or installment sale agreement to whom Certificates of Insurance have been mailed.

10.05. Directors and Officers Liability Insurance. To the extent available, the Board may obtain and maintain a comprehensive general liability policy with such limits as the Board may from time to time determine or in such limits as may be available, insuring the Board members and Officers of the Association against claims arising out of or in connection with the management, operation or maintenance of the Association. Any such policies shall insure the Board members and Officers against any mistakes of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

10.06 Insurance to be carried by Unit Owner. Each Unit Owner shall obtain and maintain at the Unit Owner's expense liability insurance for the Unit and property and casualty insurance for the replacement costs of the improvements and betterments of a Unit, which include but are not limited to: interior walls (including drywall, insulation and wall finishes); ceilings and all other drywall (including finishes); sub-floor, floor finishes (such as carpet, tile, laminate, hardwood, etc.); lighting fixtures including fans; electric wires and conduits; HVAC unit and ducts; plumbing; bathroom fixtures and accessories; kitchen appliances; kitchen and bathroom cabinets, countertops and hardware; doors (interior and exterior including hardware); windows; staircases (if applicable); security, sound and central vacuum systems (if applicable); and owner's personal property. All such policies obtained and maintained by Owners shall also name the Association as an Additional Insured relative to coverage for personal injury, bodily harm, and the like.

**ARTICLE XI
COMPLIANCE AND DEFAULT**

11.01. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, any Rules and Regulations, and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a violation by a Unit Owner shall entitle the Association, acting through its Board or the Managing Agent, to any or all of the following relief:

(a) **Additional Liability.** Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his or her (failure to) act, neglect or carelessness or the (failure to) act, neglect or carelessness of his or her 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;

(b) **Costs and Attorney's Fees.** In any proceedings arising out of any alleged default or violation by a Unit Owner, the Association shall be entitled to recover the costs of such proceedings and reasonable attorney's fees related to same.

(c) **Abating and Enjoining Violations by Unit Owners.** The continued violation of any Rules or Regulation. These Bylaws, the Declaration, or the Act shall give the Board the right, after Notice to the violator and opportunity to cure or be heard, as appropriate, in addition to any other rights:

(1) To access to all portions of the Property, including any 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 in violation of the Act or governing documents, and the Board shall not thereby be deemed guilty in any manner of trespass;

(2) To levy fines pursuant to Section 11.02. below; and

(3) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation.

11.02. Fine for Violation. By resolution, following Notice and an opportunity to be heard, the Board may levy a fine in the amount to be set by the Board for a violation of the Association's governing documents or Act that persists after such Notice and an opportunity to be heard, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board. Any fine levied by the Board shall be deemed an assessment against the Unit Owner (subject to 11.03 below and other applicable provisions of these Bylaws) and shall constitute a lien against the Unit.

11.03. Late Charges and Interest on Delinquent Assessments. Any assessment not paid within fifteen (15) days after its due date shall accrue a late charge in an amount to be determined by the Board for each month outstanding, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 3315 of the Act.

11.04. 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 the Declaration, the Plats and Plans, the Bylaws or the Rules and Regulations, the determination thereof by the Board, after Notice and opportunity to be heard, shall be final and binding on each and all such Unit Owners. The 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. Notwithstanding the above, the Association and any aggrieved Owner shall have the right to bring an action at law or equity for non-compliance with the Association documents or any other legitimate legal claim.

ARTICLE XII MISCELLANEOUS

12.01. Modification of Bylaws. The power to alter, amend, or repeal these Bylaws, or adopt new Bylaws, is vested in the Members of the Association. Any alteration, amendment or appeal of these Bylaws, or the adoption of new Bylaws, may occur only by affirmative vote or agreement of Unit Owners to which at least sixty-seven (67%) percent of the votes of the Association are allocated.

12.02. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and applicable provisions of the Act. All of the terms hereof except where clearly repugnant to the context, shall have the same meanings as they are defined to have in the Declaration or the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

12.03. Notices. All notices, demands, bills, statements, or other communications permitted or required under these Bylaws shall be in writing and shall be deemed to have been duly given if hand-delivered, e-mailed, or sent postage pre-paid by United States mail:

(a) If to a Unit Owner, to the address which the Unit Owner shall designate in writing with the Secretary or if no such address is designated, at the address of the Unit owned by such Unit Owner; or

(b) If to the Association, the Managing Agent, or the Board, to the principal office of the Association or Managing Agent or at such other address as shall be designated by the Association.

(c) If a Unit is owned by more than one (1) person, each such person who so designates an address in writing to the Secretary shall be entitled to receive a notice hereunder.

12.04. Severability. The provisions of these Bylaws shall be deemed independent and severable, and, the validity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

12.05. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been waived by reason of any failure or failures to enforce the same.

IN WITNESS WHEREOF, these Bylaws are adopted on behalf of the Maytown Village Square Association, Inc., as of the day and year set forth below.

Maytown Village Square Association, Inc.

Adopted: 1/23/12

By: _____

Wm S. Am pres.
Elaine M. Graft Sect.
Wanda N Treas.