

# AMENDED BYLAWS AND CODE OF REGULATIONS

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OF

## THE RITTENHOUSE SQUARE CONDOMINIUM ASSOCIATION

### **ARTICLE I - NAME AND LOCATION.**

The name of the corporation is The Rittenhouse Square Condominium Association, an Ohio non-profit corporation, hereinafter referred to as the "Association." The principal office of the Association shall be located at such place in Franklin County as the trustees shall from time to time designate, but meetings of members and trustees may be held at such places within the State of Ohio as may be designated by the Board of Trustees. (Adopted 4/21/93).

### **ARTICLE II - DEFINITIONS**

**Section 1. "Association"** shall mean and refer to The Rittenhouse Square Condominium Association, its successors and assigns.

**Section 2. "Properties"** shall mean and refer to all that certain real property described in a deed in which Enterprises Development Company, an Ohio corporation, is grantee, of record in Deed Volume 3245, Page 334, Public Records of Franklin County, Ohio, and all that certain real property described in a deed in which Harry L. Thoman, Jr., an individual, is grantee, of record in Deed Volume 3354, Page 223, Public Records of Franklin County, Ohio, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, unless the context expressly requires otherwise.

**Section 3. "Declarant"** shall mean and refer to Enterprises Development Company, an Ohio corporation, its successors and assigns, and Harry L. Thoman, Jr., his heirs, personal representatives and assigns, as the context requires, depending upon who owns the Properties.

**Section 4. "Condominium Declaration"** shall mean and refer to any Declaration Creating and Establishing a Plan for Condominium Ownership now or hereafter filed by the Declarant, its successors and assigns, subjecting any part of the Properties to the provisions of Chapter 5311, Ohio Revised Code.

**Section 5. "Common Area"** shall mean all real property and all improvements and facilities now or hereafter created in a Condominium Declaration for the common use and enjoyment of the owners of Units as hereafter defined, which is designated common areas and facilities in said Condominium Declaration(s).

**Section 6. "Unit"** shall mean and refer to any unit within the meaning of Chapter 5311, Ohio Revised Code, said unit or units being a part of the Properties and being more particularly described and depicted in the Condominium Declaration.

**Section 7. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers and Declarant, but excluding those having such interest merely as security for the performance of an obligation.

**Section 8. "Member"** shall mean and refer to each owner of a Unit as provided in the Condominium Declaration(s), and the Articles of Incorporation of the Association. (Adopted 4/21/93).

**Section 9. "Unit Owners Association" and "Condominium Association"** as used in the Condominium Declaration shall be deemed for all purposes to mean the Association.

**Section 10. "Board of Managers"** as used in the Condominium Declaration shall be deemed for all purposes to mean the Board of Trustees of the Association.

**Section 11. "Common Expenses" and "Common Profits"** shall have the same meaning as defined in Chapter 5311, Ohio Revised Code.

**Section 12. "Bylaws"** as used in the Condominium Declaration(s) shall mean the within contained Bylaws and Code of Regulations of the Association.

## **ARTICLE III MEETING OF MEMBERS**

### **Section 1. Annual Meetings**

The regular annual meeting of the Members shall be held on the third Thursday in January of each year at the hour of 7: 00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. (Adopted 4/21/93).

### **Section 2. Special Meetings**

Special meetings of the Members may be called at any time by the president or by the Board of Trustees or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

### **Section 3. Notice of Meetings**

Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

### **Section 4. Quorum**

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the voting power of the Association shall constitute a quorum for any action except as otherwise specifically provided in the Articles of Incorporation or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

### **Section 5. Majority Vote**

A vote of the majority of the quorum described in Section 4, next above, shall be deemed to be required for the Association membership to take any action and any proposal so approved shall be the act of the Association, unless a greater number is specifically required by either the Condominium Declaration, the Articles of Incorporation of the Association, the Ohio Non-Profit Corporation Law, or the Bylaws.

### **Section 6. Proxies**

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be revocable and shall automatically cease upon conveyance by the Member of his unit.

### **Section 7. Action of Members without a Meeting**

Any action which may be or is required to be taken by the Members of the Association may be taken without a meeting in accordance with Section 1702.25, Ohio Revised Code.

## **ARTICLE IV - BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE**

### **Section 1. Number**

The affairs of this Association shall be managed by a board of nine (9) trustees, provided, however, the initial board shall consist of three (3) trustees who shall serve until the first annual meeting of the Association and until their successors are duly elected and qualified. (Amended 4/23/82).

### **Section 2. Term of Office**

At the first annual meeting the Members shall elect three trustees for a term of one year, three trustees for a term of two years, and three trustees for a term of three years; and at each annual meeting thereafter the Members shall elect three trustees for a term of three years.

### **Section 3. Removal**

Any trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association in voting power. In the event of death, resignation or removal of a trustee, his successor shall be

selected by the remaining members of the Board of Trustees and shall serve for the unexpired term of his predecessor.

#### **Section 4. Compensation**

No trustee shall receive compensation for any service he may render to the Association. However, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

#### **Section 5. Action of Trustees Taken Without a Meeting**

The trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the trustees in accordance with Section 1702.25, Ohio Revised Code.

### **ARTICLE V - NOMINATION AND ELECTION OF TRUSTEES**

#### **Section 1. Nomination**

Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at an annual meeting of the membership. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Trustees at least sixty (60) days prior to each annual meeting of the Members, to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members who are current in their dues and assessments or non-Members. (Adopted 4/21/93).

#### **Section 2. Election**

Election to the Board of Trustees shall be made by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

### **ARTICLE VI - MEETINGS OF TRUSTEES**

#### **Section 1. Regular Meetings**

Regularly scheduled meetings of the Board of Trustees shall be held monthly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. The Board shall meet annually, immediately following the annual meeting of the Members for the purpose of electing officers of the Association.

#### **Section 2. Special Meetings**

Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two trustees, after not less than three (3) days notice to each trustee, which notice may be waived in writing signed by all trustees.

#### **Section 3. Quorum**

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

### **ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

#### **Section 1. Powers**

The Board of Trustees shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the Members and their guests thereon, and penalties for the infraction thereof,
- (b) suspend the voting rights of a Member and right to use of the recreational facilities forming a part of the Common Area during any period in which such Member shall be in default in the payment of

any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Condominium Declaration:

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ a manager, managing agent, or such other employees or agents as they deem necessary, and prescribe their duties.

## **Section 2. Duties**

It shall be the duty of the Board of Trustees to:


(a) cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

(c) as hereinafter more fully provided to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

 (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain liability and fire and hazard insurance as required in the Condominium Declaration, which fire insurance shall encompass all improvements on the common areas and permanent improvements within Units initially installed by the developer, including doors, windows, improvements in outside storage areas, patio fences, carports and garages, and which liability insurance will encompass all liability risks other than within individual units.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, maintain, repair and replace all improvements constituting a part of the Common Areas, including but not limited to the following: utility facilities serving more than one Unit; utility lines in the Common Areas: lawns, shrubs and trees that are not in patio areas; walkways; drives; parking areas; and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Areas and that do not constitute part of a Unit; provided that the Association shall not be responsible for the repair and replacement of non structural components of improvements a part of or within a Unit area nor for the cleaning, housekeeping and routine maintenance of Unit areas or components thereof. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements a part of the Common Areas. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any unit, or component thereof, and in no event shall the Association be responsible for personal property within a Unit. (Adopted 4/21/93).

## **ARTICLE VIII - OFFICERS AND THEIR DUTIES**

### **Section 1. Enumeration of Offices**

The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

### **Section 2. Election of Officers**

The election of officers shall take place at the first meeting of the Board of Trustees and following each annual meeting of the Members.

### **Section 3. Term**

The officers of this Association shall each hold office for one (1) year and until their respective successor is duly elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The term of office of the initial officers shall be until the first annual meeting of the Members and until their successors are duly elected and qualified.

### **Section 4. Special Appointments**

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

### **Section 5. Resignation and Removal**

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### **Section 6. Vacancies**

A vacancy in any offices may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

### **Section 7. Multiple Offices**

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

### **Section 8. Duties**

The duties of the officers are as follows:

#### **President**

(a) The president shall preside at all meetings of the Board of Trustees, see that orders and resolutions of the Board are carried out, sign all leases, mortgages, deeds and other written instruments, co-sign all checks and promissory notes, and exercise and discharge such other duties as may be required of him by the Board.

#### **Vice-President**

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

#### **Secretary**

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

#### **Treasurer**



## Treasurer duties (cont.)

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

### **ARTICLE IX - COMMITTEES**

The Board of Trustees shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose.

### **ARTICLE X - BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Condominium Declaration, and the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

### **ARTICLE XI - MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Unit shall be a Member of the Association. Ownership of a Unit shall be the sole qualification for membership.

**Section 2.** When more than one person holds an interest in any Unit, all such persons shall be members; however, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. (Adopted 4/21/93).

### **ARTICLE XII - MEMBERS RIGHTS TO USE RECREATIONAL FACILITIES COMPRISING PART OF THE COMMON AREA**

#### **Section 1. Members' Easements of Enjoyment**

Every Member shall have a right to enjoy the recreational facilities forming part of the Common Area. Said right is subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility forming a part of the Common Area; and
- (c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Unit remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations.

#### **Section 2. Delegation of Use**

Only occupants of Units shall have the right to use the recreational facilities.

#### **Section 3. Parking Rights**

Ownership of each Unit shall entitle the Owner or Owners thereof to the use of not more than one automobile parking space in the Common Area, which shall be as near and convenient to said Unit as reasonably possible, together with the right of ingress and egress to and from said parking space. The Association shall permanently assign one such parking space for each Unit.

### **ARTICLE XIII - ASSESSMENTS**

#### **Section 1. Creation of the Lien and Personal Obligation of Assessments**

The Declarant, for each Unit owned by it within the Properties, hereby covenants, and each owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments or charges for the purpose of paying the expenses of the Association (including common expenses). The assessments, together with interest and costs, including without limitation, fees and expenses of counsel for the Association, shall run with, and be a charge and a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together



with interest and costs, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. (Adopted 4/21/93).

**Section 2. Purpose of Assessments**

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, repair, and maintenance of the Common Area.

**Section 3. Establishing Assessments; Maximum Amount Without Membership Vote; Monthly Collection; and Date Assessments Commence**

Based upon the Treasurer's budget, the Board of Trustees shall establish an annual sum necessary for the Association to conduct its affairs and to pay the common expenses. The Board's estimate, broken down in monthly amounts due from each type of Unit as hereinafter provided, shall be prepared not less than twenty (20) days prior to the date of regular annual meeting of Members, and said amounts shall be set forth in the written notice of said annual meeting required to be given to the Members in accordance with Section 3 of ARTICLE III of these Bylaws.

During the first year of the Association's operation, the following shall be the monthly assessment against each type of Unit, which amounts shall be effective until the Board of Trustees establishes the annual budget as aforesaid for the subsequent year(s) of operation, to wit:

Unit Type	Monthly Assessment
A	\$37.00
B	38.00
C	36.00
D	36.00
E	40.00
F	35.00
SM	45.00

The Association's assessments shall be established annually for each fiscal year commencing February 1, and expiring the following January 31. However, unless accelerated, as hereinafter provided, Assessments shall be due and payable in equal monthly installments.

For any fiscal year the assessments may be increased only as follows:

(a) By the Board of Trustees. The Board of Trustees may, upon their majority vote and without a vote of the Members, increase an assessment by not more than five percent (5%) of the assessment in effect for the immediately preceding year;

(b) By Vote of the Members. The annual assessment may be increased to any extent deemed necessary, by the affirmative vote of two-thirds (2/3rds) or more of the voting power of Members.

Monthly installments of assessments shall be due and payable in advance, on the first day of each calendar month, and shall be made payable at such place as the Board of Trustees notify the Owners, from time to time.

Assessments shall commence as to any Unit on the date that it is occupied. The assessment for the first month of occupancy shall be prorated based on the number of days of occupancy.

**Section 4. Proportionate Expense For Recreational Facilities To Be Paid By Declarant**

In the Condominium Declaration creating the first phase, the Declarant reserves a portion of the recreational facilities located therein for the future use and benefit of Owner's in subsequent phases of Units on the Properties described in Deed Volume 3245, Page 334. So long as such a reservation exists, as may be diminished by the creation of subsequent phases, or until Declarant abandons its intention of creating additional Units on the said Properties described in Deed Volume 3245, Page 334 not already subject to a Condominium Declaration, the Association shall collect from the Declarant its or his proportionate expense (based on the aggregate of the percentage retained by Declarant in the Condominium Declaration(s)) for the maintenance, insurance and repair of the party house, pool and maintenance building comprising a part of the Common Area created in the Condominium Declaration for Rittenhouse Square Condominium No.1.

Similarly, Declarant will construct recreational facilities on the Properties described in Deed Volume 3354, page 223 and may reserve a portion of the recreational facilities located therein for the future use and benefit of Owner's in subsequent phases of Units on the properties described in said Deed Volume 3354, Page 223, or until Declarant abandons its or his intention of creating additional Units on said Properties described in Deed Volume 3354, Page 223 not already subject to a Condominium Declaration, the Association shall collect from the Declarant his or its proportionate expense (based on the aggregate of the percentage retained by Declarant in the Condominium Declaration(s)) for the maintenance, insurance and repair of any such recreational facilities constructed upon the properties described in Deed Volume 3354, Page 223.

#### **Section 5. Effect of Nonpayment 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 8% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. 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 Unit.

#### **Section 6. Subordination of the Lien to Mortgages**

The lien of the assessments provided for in this Article XIII shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments becoming due or from the lien thereof.

### **ARTICLE XIV - RESTRICTIONS**

#### **Section 1. Use**

No Unit shall be used except for residential purposes. No building (other than recreational and service facilities) shall be erected, altered, placed, or permitted to remain on the Properties other than attached town house or twin single type family dwellings not to exceed two stories in height. Notwithstanding the foregoing, Declarant may use one or more Units for construction and sales purposes during the building and initial sales period.

#### **Section 2. Hotel and Transient Uses**

No Unit or any part thereof shall be rented or used for transient or hotel purposes, which is defined as:

- (a) rental for any period less than twelve months (12), or
- (b) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry or linen, busboy service or like services, or
- (c) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only.

Every tenancy of a Unit or any part thereof shall be evidenced by a written lease which shall provide that the terms of tenancy shall be subject in all respects to the provisions of the Condominium Declaration, these Bylaws, and rules and regulations of the Association, and that any failure to comply therewith shall be a default under the lease. A copy of each lease of a Unit, and every amendment and extension thereof, shall be provided to the Board prior to the date of the commencement of the tenancy under that lease (Adopted 4/21/93).

#### **Section 3. Dwelling Cost, Quality and Size**

No dwelling shall be permitted on the Properties at a cost of less than Fifteen Thousand Dollars (\$15,000.00) based upon cost levels prevailing on the date these bylaws are adopted, it being the intention and purpose of this provision to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these bylaws are adopted at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure of any single family dwelling shall be not less than five hundred (500) square feet.

#### **Section 4. Vehicles and Storage**

No boats, trailers, trucks (as defined by the Ohio Bureau of Motor Vehicles), recreational vehicles or other vehicles except operative automobiles and delivery trucks in the course of making deliveries shall be permitted to park on any portion of the Common Area, nor shall mechanical work on vehicles be permitted on any portion of the Common Area. (Adopted 4/21/93).



### **Section 5. Building on Easements**

Within the easements for the installation and maintenance of utilities and drainage facilities now or hereafter created, no structure, planting, or other material (except such as shall have been constructed by Declarant) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow or drainage channels in the easement areas or which may obstruct or retard the flow of water through drainage channels in the areas. The utility facilities within the easements areas shall be subject to the right of the Association to maintain the same and its right to delegate that right to a public authority or utility.

### **Section 6. Nuisances**

No noxious or offensive activity shall be carried on upon or in any Unit or upon or in the Common Area, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

### **Section 7. Structures Not to be Used as Residences**

No recreational vehicle, trailer, tent, shack, garage, barn, or other outbuilding shall be used in the Common Area at any time as a residence either temporarily or permanently. (Adopted 4/21/93).

### **Section 8. Signs**

No signs of any kind shall be displayed to the public view on the Properties, except (a) on the Common Area, provided they are used by Declarant to advertise Units for sale during the construction and sales period or signs authorized by the Board of Trustees for purposes of identification, traffic and pedestrian safety, and other purposes in furtherance of the health, welfare and safety of the residents of Rittenhouse Square, and (b) on a Unit, provided they are no more than three (3) square feet, advertising Units for sale or rent.

### **Section 9. Livestock and Poultry**

No animals, livestock or poultry of any kind shall be raised, bred, or kept in or in any Unit or the Common Areas, except that dogs, cats, or other household pets may be kept in Units provided that they are not kept, bred, or maintained for any commercial purpose and are not permitted to run loose on the Common Area.

### **Section 10. Garbage and Refuse Disposal**

No Unit nor the Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

### **Section 11. Water Supply**

No individual water supply system shall be permitted in any unit.

### **Section 12. Sewage Disposal**

No individual sewage-disposal system shall be permitted in any Unit.

### **Section 13. Clothes Lines; Offensive Devices**

No exterior clothes line or hanging device nor noxious or offensive device shall be permitted on the Common Area.

### **Section 14. Antennas**

No antennas or similar devices shall be permitted in or on the Common Area.

### **Section 15. Common Area**

The Common Area shall be for the sole and exclusive use, benefit, and enjoyment of Unit Owners for the following purposes and no other structural support and enclosure of Units, streets, sidewalks, footways, parking areas, drives, maintenance areas, utility lines, recreation areas, playgrounds, athletic areas, picnic areas, swimming pools, and like facilities, including buildings, structures, and all personal properties incidental thereto, serving the Properties. The Board of Trustees of the Association may establish and enforce reasonable rules and regulations as to the use of the Common Area, and the same, as promulgated from time to time, shall be enforceable in the same manner and to the same extent as other restrictions herein. Notwithstanding the foregoing, Declarant may use the Common Area, or portions thereof, for construction and sales purposes during the building and initial sales period.

## **Section 16. Open Fires**

No open fires shall be permitted on the Common Area.

## **ARTICLE XV - ANNEXATION OF ADDITIONAL UNITS AND COMMON AREA**

The Declarant intends to subject all of the Properties to condominium ownership, creating a maximum of 211 Units on the Properties. The creation of condominium ownership will be accomplished in phases.

In order to provide a uniform and integrated residential community on the properties, additional phases of condominium ownership in the Properties may be annexed and incorporated into the Association and the previously filed Condominium Declaration(s) upon the affirmative vote of 100% of the total voting power of the Association. Unit Owners of additional Units Annexed shall become members of the Association. Additionally, Common Area in the original phase and additional phases so annexed shall be for the use and benefit of All Unit Owners. (Amended 4/23/82).

## **ARTICLE XVI - ASSOCIATION MAY DEAL WITH TRUSTEES AND OFFICERS**

The Association may have financial transactions and dealings with any Trustee and officer of the Association, or with any corporation, partnership, person or other business organization in which or with whom a Trustee or officer of the Association has a direct or indirect financial interest or association; provided, however, any such transaction and dealing with a Trustee or officer shall be at arms-length, supportable by the Association on the basis that services, products, materials and the like supplied are provided at a reasonable cost.

## **ARTICLE XVII - AMENDMENTS**

**Section 1.** Amendment of these Bylaws shall require the assent of not less than seventy-five (75%) of the voting power of the Association

**Section 2.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control.

## **ARTICLE XVIII - MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of February and end on the 31st day of January of every year. (Adopted 4/21/93).

CERTIFICATION – See original certification dated October 13, 1993 which is on file in the office.

This document has been retyped without changing its original content in 2006 so it can be copied and distributed to the residents of Rittenhouse Square Condominium Association.