



60 2021 00001300

Allegheny County  
Jerry Tyskiewicz  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2021-1300

BK-DE VL-18296 PG-168

Recorded On: January 12, 2021

As-Deed Agreement

Parties: ELLSWORTH MEWS CONDO TOWNHOMES

To ELLSWORTH MEWS CONDO TOWNHOMES

# of Pages: 20

Comment: AMENDED & RESTATED BY LAW

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement

181.75

0

0

Total:

181.75

Realty Transfer Stamp

Affidavit Attached-No

NOT A DEED OF TRANSFER

EXEMPT

Value

Department of Real Estate Stamp

Certified On/By-> 01-11-2021 / AI Matthews

CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2021-1300

Receipt Number: 3867925

Recorded Date/Time: January 12, 2021 02:45:10P

Book-Vol/Pg: BK-DE VL-18296 PG-168

User / Station: L Manuel - CASH 02

WILLIAM E OTTO ESQ

PO BOX 701

MURRYSVILLE PA 15668



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

After Recording, Please Return to:  
William E. Otto, Esq.  
PO Box 701  
Murrysville, PA 15668

Tax Parcel No. 52-E-257

**AMENDED & RESTATED**

**BY-LAWS**

**for**

**ELLSWORTH MEWS CONDOMINIUM TOWNHOMES**

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Jalk



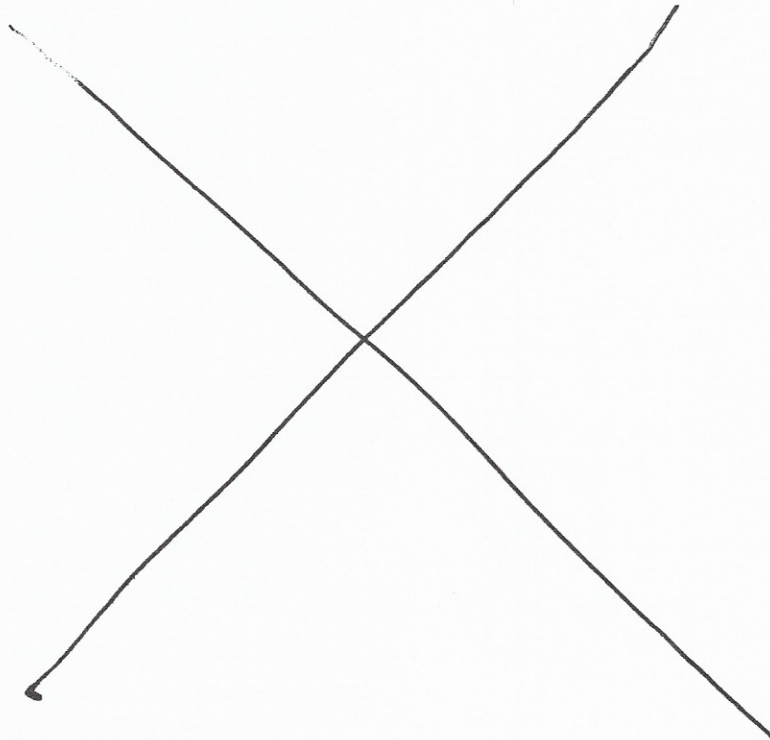
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**AMENDED & RESTATED  
BY-LAWS  
FOR  
ELLSWORTH MEWS CONDOMINIUM TOWNHOMES**

**ARTICLE I**

**Identification of the Property**

The property involved herewith, known as Ellsworth Mews Condominium Townhomes ("Ellsworth Mews") is located in the Seventh Ward in the City of Pittsburgh, Allegheny County, Pennsylvania, and has been appropriately submitted to the provisions of the Pennsylvania Unit Property Act, 68 P.S. Section 700.101 et seq. (the "UPA"), by the recording of a Declaration of Ellsworth Mews Condominium Townhomes, and a Declaration Plan, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania. The Property is shown on the Declaration Plan, as amended, and is also legally described in Exhibit "A", attached to and incorporated in the Declaration.

**ARTICLE II**

**Definitions**

Unless the context clearly indicates otherwise, the words and phrases in this By-Laws have the same meaning as the identical words and phrases have in the Declaration recorded with respect to the Property.

**ARTICLE III**

**Purpose**

The name of the condominium association comprised of the Unit Owners of the Condominium is Ellsworth Mews Condominium Association (the "Association"). The purpose of the 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 UPA as it may be amended from time to time. In addition, the affairs of Ellsworth Mews are subject to and bound by the provisions of the UPA and those sections of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. § 3101 et seq. (the "Uniform Act"), which are applicable to condominiums created before the effective date of the Uniform Act. The provisions of the UPA and the Uniform Act together, as those acts may be amended from time to time, and as their several provisions may be applicable to Ellsworth Mews, will be referred to herein as the "Legislation." Ellsworth Mews is to be operated on a nonprofit basis.



## ARTICLE IV

### Membership in the Association

Section 1. Unit Owners. The members of the Association shall consist of all of the Unit Owners of the Property in accordance with the respective percentages of ownership of the said Unit Owners set forth in the Declaration.

Section 2. Transferability. Except as provided herein or in the Declaration, membership shall not be severable from title in the unit to which it is appurtenant. 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 Unit Owner succeeding to such ownership interest. Ellsworth Mews may but shall not be required to issue certificates or other evidences of membership therein.

## ARTICLE V

### Executive Board

Section 1. Members of the Executive Board. The affairs of the Association shall be governed by an executive board (the "Executive Board" or the "Council"). The Executive Board shall be composed of between three (3) and five (5) persons and each Executive Board member shall be a Unit Owner who actually resides in his or her Unit during his or her full term on the Executive Board. Only one (1) member of each household may serve on the Board at any one time.

Section 2. Duties of the Executive Board. The Executive Board shall have the duties as follows:

- (a) To elect the Officers;
- (b) To maintain, repair, replace and restore the Common Elements and Limited Common Elements, to provide that Unit Owners maintain, repair, replace and restore those portions of the Common Elements and Limited Common Elements for which such Unit Owners may be responsible in accordance with the Declaration and these By-Laws;
- (c) To provide for the alteration of the Common Elements or Limited Common Elements in order to comply with governmental requirements or regulations;
- (d) To obtain and maintain insurance as required and authorized by the Declaration;
- (e) To estimate and adopt an annual operating budget;



(f) To assess and collect from the Unit Owners assessments to pay the Common Expenses;

(g) To enforce the provisions of the Declaration, these By-Laws and such Rules as it from time to time may adopt;

(h) To bring all suits or actions on behalf of the Unit Owners arising from or in connection with Ellsworth Mews and defend all suits, actions or claims against the Unit Owners arising from or in connection with Ellsworth Mews; and

(i) To take any and all other actions necessary to manage the business, operation or affairs of Ellsworth Mews.

Section 3. Powers of the Executive Board. The Executive Board shall have the authority and power to do any or all of the following:

(a) Promulgate Rules concerning the operation and use of the Property, the Common Elements and the Limited Common Elements as may be consistent with the Declaration and these By-Laws;

(b) Open bank accounts for the Property and designate signatories required therefor;

(c) Engage the service of a manager or managing agent for the Property and other professional consultants or agents as it shall deem desirable and fix the terms of and compensation therefor;

(d) Suspend the use of the Common Elements by Unit Owners, their tenants, guests and invitees, who are in default in payment of their monthly assessments;

(e) Levy fines against Unit Owners who violate the provisions of the Declaration, these By-Laws or Rules promulgated by the Executive Board;

(f) Make alterations or improvements to the Common Elements which are not the result of enforcement of governmental requirements or regulations, provided that such alterations or improvements have been approved by the vote of a majority of the percentage interests of the Unit Owners;

(g) Purchase at a judicial sale any Unit sold upon execution by creditors of a Unit Owner upon such terms as the Executive Board shall deem appropriate, provided that such action has been authorized by a majority of all of the members of the Executive Board, and, if the Executive Board does purchase, thereafter sell, convey, mortgage or lease such Unit to any person or entity on such terms as it shall deem appropriate; and



(h) Do any other acts or things authorized by the Act to be done by the Executive Board or the Unit Owners collectively, except such acts or things which are by law or by the Declaration or these By-Laws directed to be done by the Unit Owners.

Section 4. Terms of Executive Board Members. Executive Board Members shall be elected for a term of three (3) years. Executive Board Members shall hold office until their respective successors have been elected, provided that Executive Board Members may succeed themselves.

Section 5. Vacancies. Vacancies on the Executive Board caused by resignation or inability of any Executive Board Member to complete his term for any reason shall be filled by a majority vote of the remaining members of the Board though less than a quorum or by a sole remaining director, and each person so selected shall be a director to serve for the balance of the unexpired term of such person's predecessor.

Section 6. Meetings. The Executive Board shall have regular meetings not less often than quarter-annually. Special meetings of the Executive Board may be called by the President or a majority of Executive Board members on three (3) days notice to each Executive Board member by email, mail, telephone or hand delivery. The members of the Executive Board may waive notice of any meeting by a signed waiver of notice thereof or by attendance at such meeting. The attendance of a Board Member at a meeting will constitute a waiver of notice unless the Executive Board Member specifically objects to the waiver. One or more of the Executive Board Members may participate in any regular or special meeting of the Executive Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting are able to hear each other. Participation in a meeting in this manner by an Executive Board Member shall constitute presence in person at the meeting for all purposes under these By-Laws.

Section 7. Quorum and Action by the Executive Board. At all meetings of the Executive Board, a majority of Executive Board members shall be necessary to constitute a quorum for the transaction of business. Except for any action which requires a majority of all Executive Board members, any action may be taken at a meeting at which a quorum is present by the majority of the then present members of the Executive Board. Any action which may be taken by the Executive Board at a meeting of its members may be taken by a written consent to such action signed by all of the members of the Executive Board.

Section 8. Compensation. Executive Board members shall receive no compensation for their services except as expressly provided by a Resolution duly adopted by a majority of the Unit Owners.

Section 9. Removal of Executive Board Members. Any Executive Board member may be removed from office by the vote of Unit Owners owning at least two-thirds (2/3) of the percentage ownership interest in the Common Elements.



## ARTICLE VI

### Action by the Unit Owners

Section 1. Meetings. Any action which is required, or which may be taken only by the Unit Owners may be taken only at a meeting of the Unit Owners. Meetings of the Unit Owners shall be held at the Property or at such other place in Allegheny County, Pennsylvania, as may be specified in the Notice of Meeting.

Section 2. Annual Meeting. The annual meeting of the Unit Owners shall be held on the third Wednesday of the month of October, or if that day is a legal holiday, on the first day thereafter which is not a legal holiday in each succeeding year, or at such other time in the calendar year as the Executive Board may direct. At such meeting there shall be elected by ballot of the Unit Owners Executive Board members in accordance with the provisions of Article V of these By-Laws. The Unit Owners shall also transact such other business as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a Special Meeting of the Unit Owners as directed by resolution of the Executive Board or upon a petition signed by the owners of a majority of the percentage ownership interest in the Common Elements. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary, or upon his failure or neglect, then any officer or member of Executive Board, to mail, postage prepaid, or hand deliver to each Unit Owner a notice of each annual or special meeting of the Unit Owners, stating the purpose, the time and place thereof. Such notice shall be given at least two weeks prior to the date named for the meeting. Such notice shall specify the place, day and hour of the meeting and the nature of business to be transacted.

Section 5. Quorum. The presence, either in person or by proxy, of a majority of the Unit Owners shall be required for and shall constitute a quorum for the action of business at all meetings of Unit Owners.

Section 6. Voting. In any vote or ballot taken by the Unit Owners including election of members of the Executive Board, each Unit Owner, for each Unit owned, shall have that vote as shall equal the percentage interest in the Common Elements appurtenant to his respective Unit (expressed as a percentage) as set forth on Exhibit A attached to the Declaration. Collectively, all Unit Owners will be given an aggregate of votes representing one hundred percent (100%) of the percentage interest in the Common Elements of Ellsworth Mews. Unit Owners may cumulate their votes for any one or more candidates in any ballot in which two or more persons are being elected to Executive Board.

Section 7. Voters. Even though a Unit Owner may consist of more than one person, the voting rights for each Unit may not be divided but must be exercised as a whole. The vote of any corporation, partnership, or trust may be cast on its behalf by any officer, partner, or trustee



thereof and any such Unit Owner may appoint any officer, partner, trustee or beneficiary as its proxy. An individual Unit Owner may appoint only his or her spouse or another Unit Owner as a proxy. Each proxy must be filed with the Secretary prior to the commencement of the meeting at which the vote is taken or at the time the Secretary calls for the proxies.

Section 8.     Suspension of Voting Rights. The voting rights of a Unit Owner shall be suspended by Executive Board if the Unit Owner shall have failed to pay in full on or before the day of the annual or any special meeting of the Unit Owners all assessments or charges then due and owing for forty-five (45) days or more, together with any and all interest, costs, attorney's fees, penalties and the like properly due or chargeable in connection therewith.

## ARTICLE VII

### Officers

Section 1.     Officers. The officers of Ellsworth Mews shall be a President, a Secretary, a Treasurer, and such other officers as the Executive Board may deem appropriate, which officers shall be elected at the first meeting of the Executive Board and shall hold office until the next annual meeting of the Executive Board and their successors are elected. The President and Treasurer shall be members of the Executive Board.

Section 2.     Removal. 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 Executive Board at any meeting thereof.

Section 3.     Vacancies. Any vacancy in any office caused by any reason shall be filled promptly by election of a successor by the Executive Board after any vacancy on the Executive Board has been filled.

Section 4.     Duties. Each respective officer of Ellsworth Mews shall have such powers and duties as are usually vested in such office of a nonprofit corporation, including but not limited as follows: (a) the President shall be the Chief Executive Officer of Ellsworth Mews and shall preside at all meetings of the Unit Owners and of the Executive Board; (b) the Treasurer shall act in the absence of or at the direction of the President; (c) the Secretary shall have a duty to keep or cause to be kept up-to-date minutes of all meetings of the Unit Owners and of the Executive Board, shall have charge of the membership transfer books and such other books, papers and documents as the Executive Board may prescribe, and shall give notice to the members of the Executive Board and the Unit Owners of all annual and special meetings thereof; and (d) the Treasurer shall be responsible for funds and securities of Ellsworth Mews and for keeping full and accurate records of all receipts and expenditures, including an itemized listing of all expenditures affecting the Common Elements, and of all assessments and payments on account thereof by the Unit Owners. Such records shall be available for examination by the Unit Owners as set forth in Article VIII below and shall serve as the basis for preparation of the Statements required to be provided by the Treasurer to a purchaser of a Unit as provided for in Section 3407 of the Uniform Act. The Treasurer shall not be required to post a security or fidelity bond.



Section 5. Compensation. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by a Majority of the Unit Owners.

## **ARTICLE VIII**

### **Fiscal Management**

Section 1. Books and Records. Books and records of Ellsworth Mews shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Such books and records shall be open for inspection by all Unit Owners at convenient times. Within a reasonable time after the close of each calendar year, Ellsworth Mews shall furnish the Unit Owners with a Financial Statement for such prior year.

Section 2. Estimate of Expenses. Each calendar year, the Executive Board shall estimate the amount required by Ellsworth Mews to meet its expenses for such year, including but not limited to the following items: (a) management and administration expenses; (b) the estimated cost of repairs, maintenance, and replacements of Common Elements; (c) insurance and bonding expenses; (d) the cost of such utilities as may be furnished by the Association; (e) the amount of such reserves as may be reasonably established by the Executive Board, including general operating reserves, reserves for contingencies, and reserves for replacements; (f) such other expenses as may be approved by the Executive Board including operating deficiencies, if any, for prior periods. The Executive Board may designate that a portion of the assessments required for reserves be held as such.

Section 3. Budget. Within thirty (30) days prior to the commencement of each calendar year, the Executive Board shall cause a budget to be prepared which shall be based on its estimates of annual expenses, as set forth in Section VIII.2 above. The budget shall estimate the required total assessments for the year and notice of any capital expenditures approved by the Executive Board. Such assessments shall be assessed against the Units and Unit Owners by resolution of the Executive Board and a copy of the budget shall be furnished to each Unit Owner not less than ten (10) days before the Commencement of the calendar year. In addition to other rights conferred by the Legislation or the Declaration, the Unit Owners by majority of percentage interests or any larger vote specified in the Declaration may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after Executive Board approval.

Section 4. Monthly Assessment. On or before the first day of each month of the year covered by the budget, each Unit Owner shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the budget as the total estimated assessment. Each Unit Owner's share of the total assessment shall be determined by multiplying the total estimated assessment by a fraction, the numerator of which shall be his respective percentage ownership in Common Elements and the denominator of which shall be the total of the percentages in the Common Elements owned by all Unit Owners subject to assessment, including the Declarant to the extent hereinafter provided. Until the budget for each



calendar year is completed and sent to each Unit Owner, he shall continue to pay that monthly assessment which had been established on the basis of the budget for the prior year.

Section 5. Capital Assessment. Upon the purchase of each Unit, each purchaser of a Unit shall deposit with the Executive Board a capital improvement fee equal to three (3) times the monthly assessment established for such Unit at the time the Unit is conveyed to a new Unit Owner. Such amount shall be nonrefundable, shall be held together with the amounts similarly deposited by the other Unit Owners as a reserve for capital expenses and shall be used and applied as the Executive Board may deem necessary only for capital projects.

Section 6. Special Assessments. In addition to the monthly assessment authorized above, the Executive Board may levy in any year a special assessment or assessments, applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, improvement, unexpected repair or replacement of any capital improvement to the Common Elements of Ellsworth Mews, including the necessary fixtures and personal property.

Section 7. Revision of Budget. If at any time during any year the Executive Board shall deem the amount of the monthly assessments to be either excessive or inadequate by reason of a revision in its estimate of either expenses or receipts, the Executive Board shall prepare and cause to be delivered to the Unit Owners a revised budget for the remainder of such year. The Executive Board shall determine the Unit Owner assessments on the basis thereof and, thereafter, the Unit Owners' monthly assessments shall be paid on the basis of such revision.

Section 8. Investment of Reserves. The capital improvements reserves shall be held in an account separate from the Association's operating accounts. In managing the Association's reserve funds, the officers and members of the Executive Board shall have the power to invest the Association's reserve funds in investments permissible by law for the investment of trust funds and shall be governed in the management of the Association's reserve funds by 20 Pa.C.S. § 7203 (relating to prudent investor rule).

## **ARTICLE IX**

### **Collection of Assessments and Charges**

Section 1. Liability for Assessments. All sums assessed by resolutions duly adopted by the Executive Board against any Unit for the share of Common Expenses chargeable to the Unit shall be a personal liability of the Unit Owner and also a lien and charge against the Unit and the interest of the Unit Owner in the Property. The Executive Board may by resolution levy late fees for any monthly assessment not paid by a Unit Owner by the fifth (5th) day of the month in which it is due and payable. Each monthly payment of assessments including any late fees levied by the Executive Board shall bear interest at the rate of one percent (1%) per month or portion thereof from the thirtieth (30th) day after said payment becomes due and payable until received by the Executive Board or its duly authorized agent.



Section 2. Enforcement of Assessments. Ellsworth Mews shall have a lien on a Unit for any assessment, additional assessment, capital improvement fees, interest on such assessments, and fees or costs of collection (including attorneys' fees) levied against that Unit or fines imposed against the Unit Owner from the time the assessment or fine becomes due. The lien may be foreclosed in like manner as a mortgage on real estate. Any fines charged pursuant to Article X, Section 7 hereof are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment becomes effective as a lien from the time to time the first installment thereof becomes due. The priority of a lien under this section is set forth in Section 3315 of the Uniform Act.

Section 3. Enforcement Upon Judicial Sale. The lien for Common Expenses shall be divested by a judicial sale of the Unit pursuant to Section 3315 of the Uniform Act.

Section 4. Enforcement Upon Voluntary Sale. Upon the voluntary sale or conveyance of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor for the amount of any such unpaid assessments. Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain from Ellsworth Mews a recordable statement of the amount of unpaid assessments charged against the Unit which statement shall be binding upon the Association, the Executive Board and every Unit Owner.

## **ARTICLE X**

### **Use Restrictions**

#### **Section 1. Unit Owners.**

(a) Except with respect to the uses permitted the Declarant in the Declaration or these By-Laws, no Unit shall be used for any purpose other than as a private dwelling for the Unit Owner and his immediate family, or by a person and such person's immediate family to whom the Unit Owner shall have leased his Unit.

(b) For purposes of the Declaration and these By-Laws, "residential use" or "private dwelling" means use by a single or immediate family as a residence. For purposes of the Declaration and these By-Laws, "family" and "immediate family" shall be defined as (i) an individual, (ii) two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or (iii) not more than two (2) unrelated persons living together as a single housekeeping unit.

(c) All uses shall be subject to all the provisions of these By-Laws and the Declaration. No Unit Owner or lessee of any Unit Owner shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or on the contents thereof, or result in the cancellation or suspension of any such insurance, or which will obstruct or



interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise; and no Unit Owner will commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

Section 2. Leasing of Units. Leasing of the Units is permitted only under the following conditions. Authorization for leasing must be given by the Executive Board prior to leasing the Unit and such authorization will be granted on a first-come-first-served basis, and only after compliance with the conditions set forth below. Failure to comply with all of the conditions below may subject a Unit Owner to fines as set forth in the Rules of the Association.

- (a) No more than two (2) Units may be leased at a time.
- (b) The Unit Owner must provide a copy of the lease to the Executive Board prior to possession of the Unit by a tenant.
- (c) No subletting of a Unit is permitted.
- (d) Prior to taking possession of the Unit, the tenant must agree, either in the lease or by separate written agreement, to abide by the terms of the Legislation, the Declaration, the By-Laws and the Rules of the Association to the same extent as a Unit Owner.
- (e) All leases must be for a minimum term of six (6) months and a maximum of eighteen (18) months. No short-term leases (such as Air B&B), month-to-month lease extensions or other periodic leases are permitted.
- (f) A Unit may only be rented once in a five (5) year time period.

Section 3. Maintenance. Each Unit Owner 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 that may be visible outside his Unit other than as may be permitted in accordance with the Rules established by the Executive Board. No Unit Owner may paint, decorate, or otherwise alter or modify in any way the outside of his Unit, or appurtenant Limited Common Element or install outside of his Unit or upon the appurtenant Limited Common Element any canopy, awning, covering, radio, CB or television antenna, or structure or addition of any kind whatsoever without the prior written consent of the Executive Board.

Section 4. Rubbish and Storage. Trash, garbage, and other waste shall be kept in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in Rules established by the Executive Board. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements without the prior written consent of the Executive Board.

Section 5. Equipment. No Unit Owner or occupant shall overload the electrical wiring in his Unit or operate any machinery, appliance, accessories, or equipment in such a



manner as to cause, in the judgement of the Executive 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 Executive Board.

Section 6.     Rules. The Executive Board may adopt such Rules concerning use of the Common Elements, Limited Common Elements, and use or occupancy of the Units or other matters as it deems appropriate, and may alter such Rules as from time to time it may deem appropriate. To the extent such rules and regulations affect the overall exterior appearance of the Building, and/or the overall appearance of the Property, such Rules will not be inconsistent with the Declaration or these By-Laws. The Executive Board must deliver a copy of the Rules to all Unit Owners.

Section 7.     Enforcement. Failure to comply with these By-Laws with such Rules governing the details of the use and operation of the Property including the Common Elements and Limited Common Elements as may be in effect from time to time, or with the covenants, conditions and restrictions set forth in the Declaration or in deeds of Units or in the Declaration Plan shall be grounds for an action for the recovery of damages or for injunctive relief, or both, maintainable by the Executive Board on behalf of the Association or, in a proper case, by an aggrieved Unit Owner or by any person who holds a mortgage lien upon a Unit and is aggrieved by any such noncompliance. Furthermore, the Executive Board may impose reasonable fines upon Unit Owners for failure to comply with the provisions of the Declaration, By-Laws and Rules promulgated hereunder; provided, however, that the Executive Board must first give such Unit Owner notice and an opportunity to be heard. In addition to and notwithstanding any provisions for enforcement set above, the Executive Board may provide notice to all Unit Owners of any Unit Owner in violation therewith or who is in arrears in payment of assessments.

## **ARTICLE XI**

### **Liability and Indemnification**

Section 1.     Liability. Executive Board members and Officers in their capacity as such shall not be liable or have any personal liability: (a) For the failure of any service to be obtained and paid for by the Executive Board, or for injury or damages to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, water, rain, dust or sand which may leak or flow from the outside or any parts of any Building, or from any of their pipes, drains, conduits, appliances or equipment, or from any other places, unless such injury or damages are caused by knowing and intentional misconduct; (b) to a Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by such Executive Board member or officer on behalf of the Unit Owners in their capacity as Executive Board members or Officers; (c) to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for such Executive Board member or officer except for knowing and intentional misconduct; and (d) to any Unit Owner or any other person or entity arising out of the performance or nonperformance of their duties or any mistake of judgement, negligence or otherwise, except that which may arise from action or inaction in bad faith and as a result of knowing and intentional misconduct.



Section 2.     Indemnity. The Association shall indemnify and reimburse each Executive Board member, Officer and employee of Ellsworth Mews 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, 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 Executive Board member, Officer, or employee, or by reason of any action taken or not taken in such capacity, whether or not 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, in respect to any action, such person acted in good faith 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 judgement, 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, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 3.     Advances. Expenses incurred with respect to any action shall be advanced by Ellsworth Mews 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 4.     Amounts. 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 judgements, fines, or penalties against, and amounts paid in settlement by a member of the Executive Board, Officer, or employee. Any such amounts, whether advanced or reimbursed, shall be paid by the Association and shall constitute a Common Expense.

## **ARTICLE XII**

### **Agreements**

The Executive Board shall include a provision in every agreement, deed, lease, or other instrument entered into on behalf of the Unit Owners (a) that the individuals executing the same are acting only as agents for Ellsworth Mews and the Unit Owners and shall have no personal liability thereunder, except to the extent, if any, that they may also be Unit Owners at the time any such liability is assessed; (b) that any claim by the other party or parties thereto shall be asserted against the Executive Board, which shall act on behalf of the Unit Owners in respect of the subject thereto; and (c) that any liability thereunder or in respect of the subject thereof shall be borne by the Association as a Common Expense.



## ARTICLE XIII

### Litigation and Notices

Section 1. Service on Ellsworth Mews. All suits, actions, claims, demands and notices directed to or against Ellsworth Mews may be given, made or served upon any member of Executive Board or any Officer of Ellsworth Mews.

Section 2. Actions by Ellsworth Mews. Any suit or action by the Executive Board on behalf of the Unit Owners or the Property, including any action to collect any assessment, charge or lien, shall be instituted by Executive Board members or an Executive Board member only in the name of Ellsworth Mews Condominium Association.

Section 3. Defense of Claims. Complaints brought against the Unit Owners as a group or class, or the Executive Board, or the Officers, employees or agents thereof, in their respective capacities as such, or the Property, shall be directed to the Executive Board, and the Executive Board shall defend the same. The Unit Owners shall have no right to participate other than through the Executive Board in such defense. Any Complaint against one or more but less than all Unit Owners, or Units, alleging liabilities arising from the individual conduct of the defendant, or his ownership of a particular Unit, as distinguished from a condition generally affecting the Property, shall be directed to such Unit Owner who shall give written notice thereof promptly to the Executive Board which may, in its discretion, defend the same at the Unit Owner's expense.

Section 4. Claims By Unit Owners. Should the person or property of any Unit Owner be injured or damaged as a result of negligent maintenance of the Common Elements by the Executive Board or its employees or agents, such Unit Owner shall not bring or maintain any claim, action or suit against any Unit Owner or group of Unit Owners as a result of such negligence, but shall bring and maintain any claim, action, or suit based upon such negligence against the Executive Board in its capacity as fiduciary of all Unit Owners. In any claim, action or suit, such Unit Owner shall not be precluded from recovering from the Executive Board in its capacity as manager of the Property as fiduciary of all Unit Owners solely by virtue of: (a) the fact that the Unit Owner may be a member of an unincorporated association of Unit Owners; (b) any imputation of negligence to the Unit Owner by reason of the fact that he may be a member of an unincorporated association of unit Owners; (c) any theory that the Unit Owner is engaged in a joint enterprise with all other Unit Owners; or (d) the fact that the Unit Owner may be a member of the Executive Board of Officer of Ellsworth Mews.

## ARTICLE XIV

### Ownership of Personal Property

The Executive Board may acquire, hold, and lease in the name of the Association, on behalf of the Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in such personal property shall be in the Unit Owners and shall be deemed part of the Common Elements and shall not be transferable except



as part of the transfer of a Unit. The transfer of a Unit shall transfer to the transferee ownership of the transferor's share of the beneficial interest in such personal property.

## **ARTICLE XV**

### **Amendments**

These By-Laws may be amended only by the adoption by a vote of a majority of the percentage interests of the Unit Owners of an amendment proposed by a majority vote of the Executive Board. No such Amendment shall be effective until duly recorded.

## **ARTICLE XVI**

### **Miscellaneous**

**Section 1.**     **No Waiver.** The failure of the Executive Board to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration, these By-Laws or the Rules adopted by the Executive Board, or to exercise any right or option herein or therein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, conditions, restriction, option or right, but such term, covenant, restriction, option or right shall remain in full force and effect. The receipt by the Executive Board of any payment of assessments from any Unit Owner with knowledge of the breach of any covenant hereof or thereof, shall not be deemed a waiver of such breach, and no waiver by the Executive Board of any provision hereof or thereof shall be deemed to have been made unless expressed in writing and signed by a duly authorized Officer thereof.

**Section 2.**     **Conflicts.** In the case of any conflict between any provisions contained in this By-Laws and any provision of either the Legislation or the Declaration, the provisions of the Legislation or the Declaration, as the case may be, shall control. In the case of any conflict between any provision of any Rule adopted by the Executive Board and any provision contained in these By-Laws the provisions of these By-Laws shall control.

**Section 3.**     **Gender.** As used herein, the masculine shall be deemed to mean and refer to the feminine or the neuter gender whenever appropriate.

**Section 4.**     **Captions.** The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of these By-Laws nor the intention of any provisions hereof.

**[SECRETARY'S AFFIDAVIT FOLLOWS]**



## SECRETARY'S AFFIDAVIT

These Amended and Restated By-Laws For Ellsworth Mews Condominium Townhomes were duly adopted by the Association on 12-3-2020 by a vote of a majority of the percentage interests of the Unit Owners in favor of the amended and restated bylaws proposed by a majority vote of the Executive Board.

Dubrovnik, 1. rujna 1991.

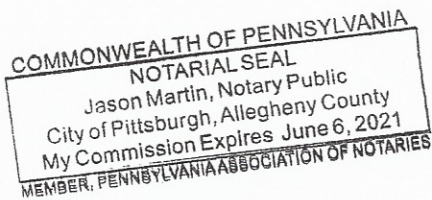
Deborah Rubin, Secretary


### ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA           )  
                                                              )         SS:  
COUNTY OF ALLEGHENY                   )

Before me, Deborah Rubin,  
the undersigned authority, personally appeared Deborah Rubin, Secretary of the Executive Board  
of the Ellsworth Mews Condominium Townhomes, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument, who acknowledged that she  
executed the foregoing By-Laws for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this  
5 day of January, 2020.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 06/06/2021