

BY-LAWS

OF

NORBERRY SIX CONDOMINIUM ASSOCIATION

ARTICLE I

Introductory Provisions

1.1 Applicability.

These By-Laws provide for the governance of the Association pursuant to the requirements of The Uniform Condominium Act, (the "Act"), with respect to the Condominium created by the recording of the Declaration.

1.2 Compliance.

Pursuant to the provisions of the Act, every Unit Owner and all persons entitled to occupy a Unit shall comply with these By-Laws.

1.3

The Association shall be governed by the provisions of the Non-Profit Corporation Law of the Commonwealth of Pennsylvania, as it may be amended from time to time. The "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board".

ARTICLE II

The Association

2.1 Composition.

The Association is hereby organized on the date hereof as an incorporated association. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration, and these By-Laws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging

for the management of the Condominium, and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these By-Laws.

2.2 Annual Meetings.

The annual meetings of the Association shall be held on the . At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners and such other business as may properly come before the meeting may be transacted.

2.3 Special Meetings.

The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least 25 Percent of the votes in the Association.

2.4 Voting

Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration.

2.5 Proxies.

A vote may be cast in person or by proxy.

2.6 Quorum.

Except as set forth below, the presence in person or by proxy of Unit Owners of 20 Percent or more of the aggregate Percentage Interests at the commencement of a meeting shall constitute a quorum at all meetings of the Unit Owners Association.

ARTICLE III**Executive Board****3.1 Number and Qualification.**

The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of natural persons, all of whom shall be Unit Owners or designees of the Declarant.

3.2

The Executive Board may employ for the Condominium a "Managing Agent" at a compensation established by the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration, and these By-Laws other than the following powers:

- A. To adopt the annual budget and any amendment thereto or to assess any Common Expenses;
- B. To adopt, repeal, or amend Rules and Regulations;
- C. To designate signatories on Association bank accounts;
- D. To borrow money on behalf of the Association;
- E. To acquire and mortgage Units;
- F. To allocate Limited Common Elements.

3.3 Election and Term of Office.

At the annual meetings of the Association, the election of members of the Executive Board shall be held. The term of office of any Executive Board Member to be elected shall be fixed at two (2) years.

3.4 Removal or Resignation of Members of the Executive Board.

Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners

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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.

3.5 Compensation.

No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

ARTICLE IV

Officers

4.1 Designation.

The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary.

4.2 Election of Officers.

The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3 Removal of Officers.

Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4 President.

The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board, and have all of the general powers and duties which are incident to the office of President of a corporation organized under the Laws of Pennsylvania.

4.5 Vice President.

The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President.

4.6 Secretary.

The Secretary shall keep the Minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered, and, in general, perform all the duties incident to the office of Secretary of a corporation organized under the Laws of Pennsylvania.

4.7 Treasurer.

The Treasurer shall have the responsibility for the safe keeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data.

ARTICLE V

Common Expenses; Budgets

5.1 Fiscal Year.

The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.

5.2 Preparation and Approval of Budget.

On or before the first day of _____ of each year, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total

amount considered necessary to pay the cost of maintenance, management, operation, repair, and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair, and replace, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these By-Laws, or a Resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair to the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements.

5.3 Assessment and Payment of Common Expenses.

5.3.1 General Common Expenses.

The Executive Board shall calculate the monthly assessments for General Common Expenses against each Unit.

5.3.2 Limited Expenses.

The Executive Board shall calculate the monthly assessments for Limited Expenses against each Unit obligated to pay Limited Expenses.

5.3.3 Reserves.

The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies, and replacements.

5.4 Accounts; Audits.

All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Executive Board.

5.5 Payment of Common Expenses.

Each Unit Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V.

ARTICLE VI

Compliance and Default

6.1 Relief.

Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, the Rules and Regulations of 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 default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to 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 act, negligence, or carelessness or the act, neglect, or carelessness of his tenants, guests, invitees, or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board.

B. No Waiver of Rights.

The failure of the Association, the Executive Board, or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these By-Laws, the Executive Board Rules and Regulations, or the Act shall not constitute a waiver of the right of the Association, the Executive Board, or the Unit Owner to enforce such right, provision, covenant, or condition in the future.

RULES and REGULATIONS
OF
NORBERRY SIX CONDOMINIUM ASSOCIATION
Building 5, 1201 Dutilh Road
Building 6, 1200 Dutilh Road

ARTICLE I

Introductory Provisions

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The Association

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NORBERRY SIX CONDOMINIUM ASSOCIATION

Building 5, 1201 Dutilh Road
Building 6, 1200 Dutilh Road

ARTICLE III

USE RESTRICTIONS

Section 1. Use, Purposes, and Restrictions.

The uses of the Property, and the purposes for which the Building and each of the Units therein and Common Elements are intended, shall be in accordance with the following provisions:

1. Use of Units.

A. Each Unit shall be used solely as a residence for one family.

B. Unit Owners may lease their individual Units. Any lease of a Unit shall be in writing and shall have a clause that makes any breach of the rules and regulations contained in any of the Condominium Documents a breach of said lease, and any lease in excess of one year must be pre-approved by the Association; such approval not to be unreasonably withheld.

2. Storage Use; Insurance Rates.

A. Nothing shall be done or kept in any Unit or the Common Elements which might increase the rate of insurance coverage for the Building or the contents thereof beyond the normal rates applicable for residential dwellings without prior consent (written) of the Association.

B. Hallways and stairways shall not be used for storage of any kind, particularly bicycles, other sports equipment nor tools.

C. Utility rooms, at front and back of ground floor, are not to be used for anything of storage by anyone without the express permission of the Association. Each Unit has its own storage room.

D. Due to the risk of fire to the wooden balconies, the use of charcoal-fired and propane-gas fired cooking grilles thereon and on the patios beneath is prohibited.

C.
NORBERRY SIX CONDOMINIUM ASSOCIATION

Building 5, 1201 Dutilh Road
Building 6, 1200 Dutilh Road

ARTICLE III. USE RESTRICTIONS (Cont'd.)

Section 1. (cont'd.)

3. Offensive Activities.

A. No noxious or offensive activities shall be carried on in any Unit or in the Common Elements nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

B. Between the hours of 10:00 P.M. and 9:00 A.M. none of the following shall be operated:
Clothes Washing Machines
Clothes Dryers
Dishwashing Machines
Noisy Exercise Equipment
Loud-playing Televisions, Radios, Stereos
nor other Musical Instruments.

C. No dogs, nor other loud-noise-making animals will be permitted in these premises. It is intended that the grounds around the two buildings be kept free of animal droppings and damage, from any animals running at large. Ordinance 72, Chapter 51, Sections 1 thru 6 of Cranberry Township Code covers enforceable provisions for same.

4. Structural Integrity.

A. Nothing shall be done to any Unit, or on, or in the Common Elements which will impair the structural integrity of the Buildings or which will structurally change the Buildings.

B. No alterations will be permitted to the patios nor balconies without prior written permission of the Association.

C. No laundry nor rugs will be left hanging on patios nor over balcony railings.

5. Use of Common Elements.

A. The Common Elements shall be used only for the furnishing of the services and facilities for which they were intended and are reasonably suited and which are incidental to the use and occupancy of the Units.

NORBERRY SIX CONDOMINIUM ASSOCIATION

Building 5, 1201 Dutilh Road
Building 6, 1200 Dutilh Road

ARTICLE III, USE RESTRICTIONS (Cont'd.)Section 1., Para. 5, Use of Common Elements, (cont'd)

B. The large dumpster, located at the rear of the parking area between the two Buildings, is provided for the use of the residents of the Buildings. All deposits to it of garbage, and rubbish when nature of it permits, should be in containers or bags securely tied. Do not leave on the ground outside the dumpster. Wooden crates and cartons should be broken up, knocked down flat and put into dumpster.

C. Surrounding these two buildings are a total of forty-eight (48) parking spaces, providing two (2) spaces for each Unit. Residents will use the two numbered spaces assigned to their respective Unit. When additional space is required, for instance for visitors, arrangements will have to be made to use a neighbor's space temporarily. Since Building 5 has only nineteen (19) spaces around it, five (5) spaces around Building 6 are reserved for residents of Building 5.

D. Tenant motor vehicles using the parking area shall be limited to passenger cars, vans and pick-up trucks not to exceed 3/4 ton load capacity. Unauthorized vehicles will be towed from the premises at the expense of the Owner.

E. Only emergency vehicle repairs will be permitted on the premises.

F. A security system is provided for the protection of all residents. Do not admit anyone you do not know, who cannot provide valid identification and reason for admittance, such as Utility Company or Service Company representatives. Ordinary general solicitation of residents, for whatever reason, is prohibited.

G. Do not leave any entrance doors propped open and unattended. Also make sure entrance doors close tightly on entering or leaving the Buildings.

H. The appearance of the two Condominium Buildings 5 and 6 and the grounds surrounding them is important to all the residents thereof. The Association will do what it can to keep them up, but requires the cooperation of all the residents, both Owners and Tenants. Do not litter the grounds nor excessively trample the grass.

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NORBERRY SIX CONDOMINIUM ASSOCIATION

Building 5, 1201 Dutilh Road
Building 6, 1200 Dutilh Road

ARTICLE III, USE RESTRICTIONS (cont'd.)Section 1., Para. 5, Use of Common Elements. (cont'd)

I. The curb lane in front of each of the two buildings is considered an emergency lane for use of emergency vehicles only. Resident's vehicles shall not be left parked in these lanes.

J. All loading and unloading of furniture and other large items of personal property shall be done at the front entrance of the Buildings where access is easy. When smaller items are unloaded at the rear of Buildings, vehicles shall not drive over the rear sidewalks nor grass.

K. The parking area is not to be used as a playground by children. The danger is great due to the constant entering and exiting of vehicles.

6. Powers of Executive Board to Enforce.

The Executive Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these Use Restrictions, and shall have the right to bring law suits to enforce the rules and regulations promulgated by the Association.

***NORBERRY SIX CONDOMINIUM
ASSOCIATION***

***1200 – 1201 DUTILH ROAD
CRANBERRY, PA 16066***

RULES AND REGULATIONS

AMENDED AND RESTATED

**ADOPTED BY THE BOARD ON
OCTOBER 28th, 2014**

INTRODUCTION

In accordance with the Norberry Six Condominium Association's (Association) Declaration, specifically Article III, (6) which states: "The Executive Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring law suits to enforce the rules and regulations promulgated by the Association."

Therefore, the Executive Board (Board) has adopted the enclosed Rules and Regulations for the welfare and benefit of all Unit Owners and Tenants of Norberry Six Condominium Association.

This document is not meant to be all-inclusive. Please refer to your Declaration and Bylaws for additional information.

I. NORBERRY SIX CONDOMINIUM ASSOCIATION GENERAL RULES AND REGULATIONS

1. NO loud talking or unnecessary noise is permitted in the units, halls or Common Elements. No Owner, Tenant or guest is permitted to make loud noises or do anything that will interfere with the rights, enjoyment, peaceful possession or comforts of another Owner or Tenant on the Common Elements, grounds, hallways or in the individual units. This includes vocal or musical instruments, audio/visual devices, any activity and gatherings, and pet disturbances that would create an annoyance, nuisance or disturbance to other owners and/or Tenants.
2. Between the hours of 10:00 P.M. and 9:00 A.M. none of the following shall be operated:
 - Clothes washing machines
 - Clothes dryers
 - Dishwashing machines
 - Noisy exercise equipment
 - Loud-playing televisions, radios, stereos or other musical instruments.
3. In accordance with Cranberry Township Ordinance 73 (as amended), all dogs, cats, and/or other animals shall be prohibited from behaving in the following manner while in the units and/or while on the Common Elements of the premises: (1) causing damage and/or destruction to property; (2) emitting loud noises so as to disturb the peace and quiet of others; and (3) running at large. Moreover, in order to preserve the grounds for the use and enjoyment of all Tenants and guests, all secretions of solid waste from such dogs, cats, and/or other animals shall be timely removed and properly disposed of by the owner. See Cranberry Township Code of Ordinances § 2-101.
4. Owners and Tenants shall not obstruct entries, halls, stairways, sidewalks, or any Common Elements.

5. Children are not permitted to play or loiter in the halls or stairways of the buildings. All toys, bicycles, etc., must be stored within the individual unit and not left in the Common Elements.
6. Trash must be disposed of in the dumpster which is located in the parking area. Owners and Tenants are responsible for ensuring that they deposit trash within the dumpster. Trash cannot be stored on decks.
7. No outside garbage or waste of any kind is to be brought in and dumped into the dumpsters.
8. No furniture is to be placed in or by the dumpsters. Owners and Tenants are responsible to contact the garbage company to arrange a pick-up of furniture at their own cost.
9. Recycling bins by the trash are for bottles, cans and plastics only, not cardboard, paper and garbage.
10. No alterations will be permitted to the patios or balconies without prior written permission of the Association.
11. Tenant's motor vehicles parked in the parking area shall be limited to passenger cars, vans and pick-up trucks not to exceed ¾-ton load capacity. Unauthorized vehicles will be towed from the Common Elements at the expense of the Owner.
12. Only emergency vehicle repairs will be permitted on the Common Elements.
13. A security system is provided for the protection of all residents. Do not admit anyone you do not know or, who cannot provide valid identification and a valid reason for admittance, such as Utility Company or Service Company representatives. Ordinary general solicitation of residents, for whatever reason, is prohibited.
14. Do not leave any entrance doors propped open and unattended. Also, make sure entrance doors close tightly upon entering or leaving the Building.

15. Flammable materials are not to be stored in units or on the Common Elements.
16. Owners and Tenants are not permitted to erect or construct anything on any of the Common Elements. This includes the placement of any objects in Common Elements such as picnic tables, chairs, etc. Exceptions must be approved by the Executive Board.
17. Only vehicles with current license plates and current inspection stickers shall be permitted on-site parking. All others will be towed at the owner's expense.
18. Each unit has been assigned two (2) designated parking spaces. Owners and Tenants are required to use the assigned spaces. Guest parking is for guests only.
19. Owners and Tenants are to park only in their own parking spaces.
20. Any utility service paid for by the Association, such as a water or electric is not for the personal use of unit owners, Tenants or their guests
21. Storage areas are not to be used for the storage of personal belongings and such belongings will be removed immediately and disposed of if discovered. Storage areas are to be used only for Association property
22. Hanging laundry to dry on balconies is not permitted.
23. No smoking shall be permitted in the Common Elements. Do not throw cigarette butts in the woodchips or leave your cigarette butts on the Common Elements.
24. Occupancy in Units is limited to six (6) occupants in a three (3)-bedroom unit and four (4) occupants in a two (2)-bedroom unit.
25. The large dumpster, located at the rear of the parking area between the two Buildings, is provided for the use of the residents of the Buildings. All deposits to it of garbage, and rubbish when the nature of it permits, should be in containers or bags securely tied. Do not leave garbage or

rubbish on the ground outside the dumpster. Wooden crates and cartons should be broken up, knocked down flat and put into dumpster.

26. The appearance of the two Condominium Buildings and grounds surrounding them is important to all the residents. The Association will do what it can to keep them up, but it requires the cooperation of all the residents, both Owners and Tenants. Do not litter the grounds nor trample the grass.
27. The curb lane in front of each building is considered an emergency lane for the two buildings for the use of emergency vehicles only. Resident's vehicles shall not be left parked in these lanes.
28. All loading and unloading of furniture and other large items of personal property shall be done at the front entrance of the Buildings where access is easy. When smaller items are unloaded at the rear of Buildings, vehicles shall not drive over the rear sidewalks or grass.
29. The parking area is not to be used as a playground for children. The danger is great due to the constant entering and exiting of vehicles.
30. Due to the risk of fire to the wooden balconies, the use of charcoal fired, electric or propane-gas fired cooking grilles on the balconies and on the patios beneath is prohibited

II. LEASING RULES AND REGULATIONS

1. No unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: rental to roomers, transients or boarders; no lease may be of less than an entire Unit or less than one year.
2. All lease agreements shall (1) be in writing and (2) be accompanied by a signed Norberry 6 Lease Agreement Form which provides for, among other things, that the Norberry Six Rules and Regulations must be followed and that contact information for the Owners and Tenants is provided.
3. A copy of each new lease (at your discretion you may white out the references to the deposit and rental amounts) and the Norberry Six Rental Agreement Form must be signed by both the Unit Owners and all Tenants

and shall be furnished to the Management Company within fifteen (15) days after execution of a lease or renewal of a lease. Unit Owners and/or their tenants may be subject to a fine for their failure to provide an executed lease and the Rental Agreement Form within the time limit set forth above. All persons over the age of 18 residing at the unit at any time must sign the current lease or renewal of the lease.

4. No more than (4) four persons may reside (occupy) at any one time in any two (2) bedroom unit.

5. Additional Obligation of Tenants

- (a) If any tenant is in violation of any of the provisions of the Declaration, By-Laws, or any Rules or Regulations of the Association (Condominium Documents), the Association may bring an action in its own name and/or in the name of the owner of the unit to have the tenant evicted and/or to recover damages. The remedy provided by this Section is not exclusive and is in addition to any other remedy or remedies which are available to the Association. The Association may recover all of its costs, including reasonable attorneys' fees and costs, in an action to enforce this section and such costs shall be a continuing lien upon the unit. The Association will not begin eviction proceedings unless and until a tenant violates the Condominium Documents three or more times in any twelve-month period. The Association will give the tenant and the owner notice in writing of the nature and date of each violation of the Condominium Documents. When a violation occurs for a third time in any twelve-month period, the Association may bring an eviction action as provided for above. The Owner by this provision will be deemed to have granted a Power of Attorney to the Association for the purpose of pursuing an eviction against the offending tenant.
- (b) Upon written request by the Condominium Association, the tenant shall pay to the Association within twenty (20) days of written notice, all unpaid assessments, late fees, fines and other charges (charges) against the Owner which arise during the term of the lease. Any such payment shall reduce the tenant's obligation to pay rent to the landlord.
- (c) If the tenant fails to comply with the Association's written request to pay unpaid charges, the tenant shall become obligated to pay to the Association all such charges, interest and costs of collection,

including reasonable attorneys' fees incurred by the Association. Failure to comply with the Association's request will constitute grounds for eviction as per paragraph (a) above.

6. A. Required Insurance – Owner occupied units. The Policy must comply with the following:

1. Owner must maintain a form HO-6 Owners Policy or its equivalent.
2. Policy must be rated AM BEST A- or higher.
3. Personal liability coverage of a minimum of \$300,000.
4. Loss assessment coverage of a minimum of \$25,000.
5. Real property coverage with limits not less than the value of the deductible on the property insurance policy carried by the Association. The policy must provide that losses will be adjusted on a replacement cost basis.

B. Required Insurance – Non-owner occupied units. The Policy must comply with the following:

1. The owner must maintain either a condominium dwelling fire policy or its equivalent or a commercial policy.
2. The insurance policy must have an AM BEST rating of A- or higher.
3. The policy shall include real property coverage with a coverage limit no less than the value of the deductible on the property insurance carried by the Association. The policy shall provide that losses will be adjusted on a replacement cost basis.
4. The policy shall include personal liability coverage in an amount not less than \$500,000.
5. The policy shall include a loss assessment coverage in an amount not less than \$25,000.
6. The policy shall include coverage reimbursing the owner for lost rental income due to a covered loss in an amount not less than 6 times the monthly rental value of the property.

C. Tenants Insurance Requirements: The Policy must comply with the following:

1. The occupant of any unit that is neither the owner of the unit or a family member of the unit owner shall maintain a form HO-4 Tenant's Policy or its equivalent. This requirement applies to any unit, regardless of whether the occupant pays rent to the owner of the unit or any other party in exchange for its occupancy.
2. The policy providing coverage shall have an AM BEST financial rating of A- or higher.
3. The policy shall include personal liability coverage in an amount not less than \$500,000.
4. The policy shall include a loss assessment coverage in an amount not less than \$25,000.
5. The policy shall include fire damage, legal liability coverage in an amount no less than \$100,000.

Note: Owners and occupants should consult with their own insurance advisor or agent regarding meeting these minimum requirements and should discuss whether additional insurance is required for their particular situation. Proof of insurance shall be supplied to the Association or Management Company upon written request.

III. RULES ENFORCEMENT PROCEDURES

1. It is the intent of the Board to establish a uniform procedure for the Board to follow where they must take action relative to questions of compliance by Owners and Tenants with the provisions of the Association's Declaration, By-Laws, and Rules and Regulations (Documents).
2. This policy is to be used by the Board in all cases of alleged violations of the Documents. The Board must have documentation of the alleged violation. This documentation can be in the form of an e-mail, letter or completed Norberry Six Rule Violation Form from any Unit Owner or a report from the management company representative. This documentation should state essentially the following:
 1. The nature of the violation

2. The date and approximate time of the violation
3. The approximate location of the violation
4. The name and Unit address, if available of the offending party

5. The name and Unit address of the person reporting the violation
6. A statement verifying that the person reporting the violation actually observed the violation

3. The management representative will send a letter by regular mail to the offending party and Unit Owner describing the alleged violation, asking (1) that any such violation cease immediately and (2), if appropriate, that the Common Element that was damaged by the violation be restored.

4. If the violating party does not comply with the first letter and continues to violate the Documents, the Board or the management company shall cause to be sent to the offending party and the Owner by regular mail a (1) written notice of the violation and a request that the violation cease. (2) a statement that a fine is or will be imposed on the Owner, and the fine will increase per violation reported or upon continuing violation. (3) a statement that if the Owner wishes to appeal the fine, he/she must contact the management representative in writing, within ten (10) days from the date of the notice of violation, requesting a hearing before the Board. After a hearing, the Board may sustain the fine, reduce the fine or dismiss the fine. The Board's decision is final and will be to the affected unit owner and Tenant within 10 days of the hearing date.

5. Warnings and fines shall be assessed in the following order:

- 1st offense – warning
- 2nd offense - \$25.00 fine
- 3rd offense - \$50.00 fine
- 4th offense - \$75.00 fine
- 5th offense - \$100.00 fine

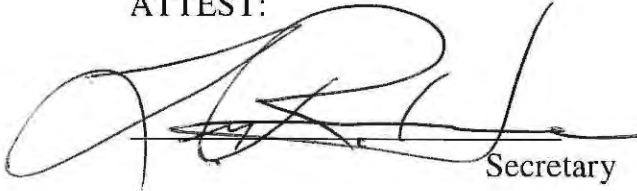
6. Each subsequent violation will be \$100.00 per occurrence or the fines will be levied on a daily basis if the violation is ongoing and is not an isolated incident.


7. If any fines imposed under this policy are not paid within thirty (30) days of the mailing of the Board's decision to the Owner, the matter may be referred to legal counsel for appropriate legal action. If the matter is

referred to legal counsel, all reasonable attorneys' fees, interest and costs incurred shall be assessed and collected against the Unit Owner.

Approved and adopted by the Executive Board of Norberry Six Condominium Association this 28 day of OCTOBER, 2014.

ATTEST:


Secretary

By: 
President