



BYLAWS

RIVER PARK HOUSE OWNERS' ASSOCIATION
3600 Conshohocken Avenue
City and County of Philadelphia
Commonwealth of Pennsylvania

These Bylaws, which are essentially identical to the Bylaws of River Park House Owners Association adopted in 1988, have been retyped and reformatted, and are hereby adopted this 27th day of February, **2014**, by the persons constituting all of the members of the Council of the River Park House Owners' Association¹.

WITNESSETH:

ARTICLE I
SCOPE OF REGULATIONS

Section 1.1 Identification of the Property. These Bylaws ("Bylaws") shall relate solely to the premises called River Park House, a condominium, located at 3600 Conshohocken Avenue, City and County of Philadelphia, Commonwealth of Pennsylvania (hereinafter called the "Premises"), more fully described in the Declaration of Condominium for River Park House, dated **February 17, 1981**, in the Department of Records of Philadelphia County in Deed Book **EFP 149, page 102**, as the same may be amended from time to time.

Section 1.2 Definitions. The capitalized terms used herein shall have the same definitions as such terms have in the Declaration and the Pennsylvania Uniform Condominium Act, 68 PA. C.S. Section 3101 et. seq. ("Act"), unless otherwise defined herein. In the event of inconsistencies in definitions between the Act and the Declaration, the Declaration shall control.

Section 1.3 Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Non-profit Corporation Law of 1972 of the Commonwealth of Pennsylvania, 15 PA. C.S. Section 7701 et. seq., as amended from time to time hereafter ("Corporation Law"). The "Board of Directors" described therein shall be referred to herein and in the Declaration as the Council.

ARTICLE II
OWNERS ASSOCIATION

Section 2.1 Membership. The River Park House Owners' Association (hereinafter called the "Association") is a Pennsylvania non-profit corporation established on a non-stock basis, all the members of which are the Unit Owners of the Premises. A Person shall automatically become a member of the Association at the time he² acquires legal title to his Unit and he shall continue to be a member so long as he continues to hold title to such Unit. A Person

¹ Any changes from the 1988 Bylaws are in bold and any deletions are in square brackets.

² For purposes of brevity, any references to the masculine gender shall include the feminine as well.

shall automatically cease being a member at such time as he no longer holds legal title to his Unit. A Unit Owner shall not be permitted to resign from membership in the Association prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Council. The date of recordation of an instrument of conveyance in the Department of Records of the County of Philadelphia shall be determinative of all disputes concerning the date of transfer of title to any Unit or Units.

Section 2.2 Meetings. Meetings of the Association shall be held in the following time, place and manner:

(a) Quarterly Meetings. Unit owners shall hold Quarterly Meetings for the purposes stated in Section 2.2(b) (hereinafter the "Quarterly Meetings"). The Association shall hold an Election Meeting on the [second Wednesday] **last Tuesday** of April of each year at 7:30 P.M. or at such other time and date as the Council may determine, but not more than one hundred twenty (120) nor less than sixty (60) days after the end of the Association's fiscal year.

The additional Quarterly Meetings will be held each year [on the second Wednesday] **during the months** of July, September and December.

(b) Special Meetings. Special Meetings may be called at any reasonable time and from time to time if requested by a majority of members of the Council, or if Unit Owners who are entitled to cast at least ten percent (10%) of the votes of all members of the Association shall send a written request to the Council to call a Special Meeting. The Council shall hold Special Meetings not less than fifteen (15) days or more than twenty-five (25) days after receipt of such request.

(c) Location. Both Quarterly and Special Meetings of the Association may be held at whatever location the Council may deem convenient.

(d) Purpose and Business. Quarterly Meetings shall be called to conduct such other business as may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of Unit Owners. The Treasurer of the Council or management shall present at [each Quarterly Meeting] **at the annual budget meeting** a financial report of the receipts and the Common Expenses for the Association[']s immediately preceding quarter].

Special Meetings of the Association shall be called for the purpose of considering matters which shall be required or permitted by law, the Declaration or these Bylaws to be done by a vote of the Unit Owners. No business shall be transacted at a Special or Quarterly Meeting other than as specified in the notice thereof.

(e) Notice. Notices to Unit Owners of meetings of the Association or meetings of the Council which Unit Owners who are not Council members are entitled or invited

to attend pursuant to Section 3.2(d) hereof shall be delivered either by hand or by prepaid mail to the mailing address of each Unit or to another mailing address designated in writing by the Unit Owner to the Council. All such notices shall be delivered to all Unit Owners not less than ten (10) days nor more than sixty (60) days in advance of the date of the meeting to which the notice relates and shall state the date, time and place of the meeting and the items on the agenda, including the general nature or any proposed amendment to the Declaration or these Bylaws. The Secretary of the Council shall cause all such notices to be delivered as aforesaid. Notices sent by mail shall be deemed to have been delivered on the second day after the date of mailing (in the case of mailed notices) or the date of deposit in the Unit Owner's [mailbox] door (in the case of hand delivery).

(f) Quorum. No official business may be transacted nor may any binding vote be taken at any meeting of the Association, either Quarterly or Special, unless a quorum of Unit Owners is present. A quorum shall be deemed present if persons entitled to cast at least twenty percent (20%) of the votes which may be cast for election to the Council are present, in person or by proxy, at the beginning of the meeting. If a quorum is not present at any meeting, the Unit Owners present may reschedule the meeting for a later date and shall give all Unit Owners notice thereof in accordance with provisions of Section 2.2(c) hereof. If no quorum is present at such second meeting, the notice procedure shall be repeated if the Unit Owners present decide to call a third meeting. A quorum at such third meeting shall be deemed present if persons entitled to cast at least ten percent (10%) of the votes which may be cast for the election of the Council are present, in person or by proxy, at the beginning of the meeting.

(g) Voting. At any meetings of the Association, the votes of the Unit Owners shall be calculated in accordance with the Declaration and voted in accordance with the provisions of Sections 3309 and 3310 of the Act. Except as otherwise provided by law, the Declaration or these Bylaws, acts of the Association which require the approval of the Unit Owners pursuant to Section 3303(b) of the Act shall require the approval of these Unit Owners, who together are entitled to cast in excess of fifty (50%) percent of the votes at the meeting of the Association at which a quorum of Unit Owners is present in person or by proxy ("Majority"). Votes shall be cast in the following manner:

(1) Proxies. Unit Owners may cast their votes, either in person or by proxy pursuant to Section 3310(b) of the Act. Any such proxy shall be in writing and shall be delivered to the Council prior to the beginning of such meeting for which the proxy has been given. Such proxy shall become void, in addition to those situations provided for in the Act, when the Council receives written notice of the death or judicially declared incompetence of the grantor of such proxy or of the recording of the deed evidencing the transfer of the title to the Unit from the grantor of such proxy.

(2) Voting List. The voting list shall be kept at the office of the Association and may be inspected during the normal business hours by any Unit Owner, and the voting list shall be produced and kept open for inspection during all meetings of the Association.

(3) Election of Council Members. In all elections for Council members, each Unit Owner shall be entitled to cast the number of votes equal to the product of the number of

Council members to be elected multiplied by the number of votes allocated to each Unit pursuant to the Declaration (but cumulative voting shall not be permitted). Those candidates for election receiving the greatest number of votes cast in such elections shall be elected.

(h) Actions of Association without a Meeting. Any action required or permitted to be taken by a vote of the Association may be taken without a meeting by the written consent, stating the action so taken, of at least that number of Unit Owners whose votes would have otherwise been sufficient to take the action if a meeting had been held at which all Unit Owners were present.

(i) Conduct of Meetings. Meetings of the Association shall be conducted under such reasonable rules consistent with these Bylaws as the Council may adopt. The Rules and Regulations Committee is hereby authorized to promulgate such rules.

Section 2.3. Notices. All notices and other communications to either the Association or the Council shall be addressed to such body at the office of the Association, 3600 Conshohocken Avenue, Philadelphia, Pennsylvania 19131, or to such other address as the Council may have designated by written notice to all of the Unit Owners.

Section 2.4. Fiscal Year. The fiscal year of the Association shall be January 1 to December 31, unless changed by resolution of the Council.

ARTICLE III COUNCIL

Section 3.1 Composition. The Council shall consist of seven (7) natural individuals. Each member shall be at least 18 years of age. Except for the filling of vacancies as set forth in Section 3.4 hereof, each member of the Council shall be elected by the Association, at the Annual Meeting of the Association, for two (2) year terms as follows:

(a) Four (4) members shall be elected in odd years.

(b) Three (3) members shall be elected in even years.

(c) Council members shall serve until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. A Council Member may serve an unlimited number of terms and may succeed himself.

[(d) If a vacancy occurs as above, then Council may appoint a member to serve until the next general meeting at which time a special election will be held according to Section 2.2. The member elected at the special election will fulfill the remainder of the unexpired term.]

Section 3.2. Meetings. Meetings of the Council shall be held at the following times, places and manner:

(a) Time and Location. The Council shall hold an annual meeting within ten (10) days following the Annual Election Meeting of the Association, and for any other purpose which may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of the Council. The Council shall hold meetings at the call of the President or upon request to the President by at least a majority of the members of the Council, provided, however that:

(1) In any event, the Council shall meet at least three (3) times each fiscal year (in addition to the annual meeting of the Council), unless all members of the Council shall waive such requirements as to a particular meeting or meetings.

(2) There shall be a meeting of the Council during the second full calendar week of the last month of each fiscal year for the purpose of adopting the budget of the Association for the next following fiscal year.

(3) The President shall call any Council meeting requested by a majority of the members of the Council **for [or]** a date occurring not less than five (5) nor more than twenty (20) days after receipt of such request. The President shall designate the time and location of Council meetings. No business shall be transacted at a Council meeting other than as specified in the notice thereof, unless agreed to by a majority of Council members present.

(b) Notice. Not less than forty-eight (48) hours prior to the time of any Council meeting, a written notice stating the date, time and place of such meeting shall be delivered, either by hand or by mail or telegram, to each Council member at the address given to the Council by such Council member for such purpose. Any Council member may waive notice of a meeting or consent to any action of the Council taken without a meeting. A Council member's attendance at a meeting shall constitute his waiver of notice of such meeting.

(c) Voting. Each Council member shall be entitled to cast one vote. A vote of in excess of 50% of the members of the Council present at any meeting attended by a majority of the Council shall bind the Council for all purposes, unless otherwise provided.

(d) Organization. Council meetings may be held under such reasonable rules consistent with these Bylaws as the Council may determine. The Council is hereby entitled to promulgate such rules. Except for the meeting to approve the budget of the Association referred to in this Section 3.2(d), Unit Owners who are not Council members shall have no right to attend Council meetings except for the Chairpersons of the standing committees, and/or ad hoc committees appointed by Council.

Council may, in its sole discretion, elect to allow Unit Owners to attend a particular meeting or meetings. The Council shall give prior notice to the invited Unit Owners, in the manner and at the time, provided in Section 2.2(c) hereof, of each meeting at which Unit Owners are entitled or invited to be present; provided, however, that the failure to give such notice shall neither invalidate any actions taken by the Council or its officers and/or members for the failure to give such notice.

All Unit Owners shall have the right to attend and be heard, but not the right to vote, at the meeting at which the budget of the Association for the next fiscal year shall be presented to the Council. The Secretary of the Council or management shall give Unit Owners notice of such meeting, accompanied by a copy of the proposed budget, in the manner, and at the time provided in Section 2.2(c) hereof.

Section 3.3. Resignation and Removal. Any member of the Council may resign from the Council at any time by written notice to the Council. Except as hereinafter provided, any member may be removed from the Council with or without cause by a vote for such removal by Unit Owners entitled to cast at least fifty percent (50%) of the votes of all members of the Association, such votes having been cast at any meeting of the Association, the notice for which meeting shall have contained the name of each member of the Council whose removal is being sought.

Section 3.4. Vacancies. Any vacancy or vacancies on the Council, whether caused by resignation, removal, death or adjudication of incompetency, or an increase in size of the Council, may be filled by the Council with an interim appointee who shall serve until such position on the Council is again up for election. [as per Section 3.2(d)]

Section 3.5. Compensation. No member of the Council shall receive compensation for performing his duties as a member of the Council.

ARTICLE IV OFFICERS

Section 4.1. Election. Immediately after, or no later than three (3) days after, the Annual Election Meeting of the Association, the Council members shall, if a quorum is present elect Council officers of the Association for the following year, such officers to serve for a one (1) year term and until their respective successors are elected.

The officers to be elected are a President, Vice-President, Secretary, Treasurer and such other officers as the Council may from time to time find necessary or desirable. All officers shall be members of the Council. Each officer may serve no more than three (3) consecutive terms. Any member may hold two offices simultaneously, except that the President shall not hold any other office.

Section 4.2. Duties. The duties of the Officers shall be as follows:

(a) President. The President shall be the Chief Executive Officer of the Association and the chairperson of the Council. The President shall be responsible for implementing the decisions of the Council, subject to the limitations of the laws of the Commonwealth of Pennsylvania, the Condominium Documents and the resolutions of the Council. The President and the Treasurer shall have the power to sign checks and other documents on behalf of the Association and the Council, or both, or may designate a qualified signatory to do so. The President shall preside at all meetings of either body at which he is in attendance and shall be a member of all committees. If the President is absent from a meeting,

the Vice-President of the Association shall preside, and in the absence of any officer, the body holding the meeting shall elect a person to preside.

(b) Secretary. Unless otherwise determined by the Council, the Secretary shall keep or cause to be kept all records (or copies thereof if the original documents are not available to the Association) of the Association and the Council and shall have the authority to affix the seal of the Association to any documents requiring such seal.

The Secretary shall give or cause to be given all notices as required by law, the Declaration or these Bylaws, shall take and keep, or cause to be taken and kept, minutes of all meetings of the Association and the Council, and shall take and keep or cause to be taken and kept, at the Association's office, a record of the names and addresses of all Unit Owners and the voting lists referred to in Section 2.2(e) (2) hereof, as well as copies of the Declaration, the Plats and Plans, these Bylaws and the Rules and Regulations, all of which shall be available at the office of the Association for inspection by Unit Owners or prospective Unit Owners during normal business hours and for distribution to them at such reasonable charges (if any) as may be set forth from time to time by the Council.

(c) Treasurer. Unless otherwise determined by the Council, the Treasurer or designated management entity, shall have the charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit or cause to be deposited all such funds in such depositories as the Council may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and the Council and shall submit or cause to be submitted to the Council and the Association such reports thereof as the Act, the Declaration, the Council, or these Bylaws may from time to time require. Such records shall include, without limitation, chronological listings of all records and expenditures on account of the Common Elements, Limited Common Elements and each Unit, the amount of each assessment for Common Expenses and expenses assessable to individual Units, if any, and the amount paid and the amount due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and the Limited Common Elements and any other expenses incurred by the Association. The foregoing financial records shall be kept at the Association's office and shall be available there for inspection by Unit Owners or prospective Unit Owners during normal business hours. The Treasurer shall, upon request, provide any Unit Owner or any person who shall have entered into a written agreement to purchase a Unit with a written statement of the information required to be provided by the Association pursuant to Sections 3315(g), 3407(a) and 3407(b) of the Act.

(d) Vice-Presidents and Assistant Officers. Unless otherwise determined by a resolution of the Council, any Vice-President and any Assistant Officer shall have the powers and perform the duties of his respective superior officer, the President being any Vice-President's superior officer, the Secretary being any Assistant Secretary's superior officer and the Treasurer being any Assistant Treasurer's superior officer.

Section 4.3. Resignation and Removal. Any officer may resign at any time by written notice to the Council, such resignation to become effective at the next Council meeting. Any officer who ceases to be a member of the Council for any reason shall also be deemed to have

resigned or been removed, ipso facto, from any Association office he may have held. Any officer may be removed from his office at any time by a majority vote of the Council whenever, in the judgment of the Council members, the interests of the Association will be best served thereby, or by the vote of the Association, with or without cause, in the same manner as set forth for the removal of Council members in Section 3.3 hereof.

Section 4.4. Vacancies. Vacancies caused by resignation or removal of one or more officers or creation of one or more new officers must be filled by a majority vote of the Council members.

ARTICLE V POWERS AND DUTIES OF THE COUNCIL

Section 5.1. Enumeration. The Council shall have all of the powers and duties granted by the Act and the Corporation Law or both.

Section 5.2. Limitation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Council or to the officers of the Association any powers or duties which, by law, are possessed by Unit Owners. Unless otherwise provided herein or in the Declaration, the Council shall comply with the instructions of more than fifty (50%) percent of the Unit Owners present in person or by proxy, at an Annual or Special Meeting of Unit Owners as expressed in a resolution duly adopted at such meeting.

Section 5.3. Appointment of Standing Committee. The Council shall have the power and duty to create standing committees to carry out the provisions and intent of the Bylaws and Declaration of Condominium. The standing committees shall include, but not be limited to:

Rules and Regulations Committee
Budget and Finance Committee[*]
[Maintenance and Architecture Committee]
Election Committee
[Safety Committee]
House Committee formerly known as Maintenance and Architecture
Committee and Safety Committee.

Each group shall provide opinions and recommendations to Council concerning the goals and tasks of their respective committee.

[*The Budget and Finance Committee has adopted a charter which is appended hereto as Exhibit “__”.]

ARTICLE VI BUDGET

Section 6.1. Annual Budget. The Council shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the forthcoming year (including, by way

of illustration and not limitation, reserves, salaries, wages, payroll and other applicable taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, **cable television**, and all other Common Expenses) as deemed necessary by the Council³. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

ARTICLE VII REPAIR OR RECONSTRUCTION

Section 7.1. Restoration of Property out of Common Expense Fund. Damage to or destruction of the Building shall be promptly repaired and restored by the Association in accordance with the provisions of Article 9 of the Declaration and Section 3312(g) of the Act. The Council shall be responsible for accomplishing the full repair or reconstruction, which shall be paid out of the Common Expense Fund. The disbursements of funds for such repair or reconstruction shall, at the option of the Council, be made only as the work progresses, upon approval of a qualified architect who shall have furnished a description satisfactory to the Council of the costs involved and the services and materials to be furnished by the contractors, subcontractors and materialmen. Unit Owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expenses as may be assessed to them. The Council shall be responsible for restoring the Premises only to substantially the same condition as it was in immediately prior to the damage, and each Unit Owner shall personally assume the additional expense of any improvements to his Unit if he desires to restore it beyond such condition. If any physical changes are made to any restored Unit or the Common Elements, or any combination of them, which render inaccurate the Plats and Plans which are then of record, the Council shall record amended Plats and Plans showing such changes.

ARTICLE VIII CONTRACTUAL POWERS

Section 8.1. Validity of Contracts with Interested Council Members. No contract or other transaction between the Association and one or more of its Council members or between the Association and any corporation, firm or association in which one or more of the Council Members of the Association are directors or officers, or are financially interested, shall be void or voidable because such Council member or members are present at any meeting of the Council, or a committee thereof, which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) The fact that a council member is also such a director or officer or has such financial interest is disclosed or known to the Council or committee (as the case may be) and is noted in the minutes hereof, and the Council or committee authorizes, approves or ratifies

³ As amended per vote of the Association dated October 25, 2012.

the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Council member or members; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

Section 8.2. Inclusion of Interested Council Members to the Quorum. Any Council member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Council or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 8.1 hereof.

Section 8.3. Terms of Management Contracts.

(a) If and when required by any one or more of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or their respective successors, or any holder of a Permitted Mortgage, any agreement for a professional management of the Premises on behalf of all Unit Owners:

(1) Shall be terminable by the Council for cause upon not more than thirty (30) days' written notice hereof;

(2) Shall be terminable by either party without cause (and without payment of any termination fee) upon not more than ninety (90) days' written notice; and

(3) Shall have a term which does not exceed three (3) years.

(b) The Council and/or the Officers of the Association shall delegate one or more of the following duties to a managing agent or manager employed by the Association:

(1) Collection of assessments due from Unit Owners, rents due from users or lessees of the Common Elements or of Units owned by the Association, and all sums due from concessionaires (if any) in consequence of the authorized operation of facilities in the Common Elements maintained primarily for the benefit of the members of the Association.

(2) Interviewing, hiring, paying, supervising and discharging the personnel necessary to be employed in order to maintain and operate the Common Elements. If and when requested by the Council, the managing agent or manager shall negotiate, on behalf of the Association, collective bargaining agreements with unions representing any of the foregoing persons.

(3) Maintenance of minute books of the Council and the Association, transmittal of notices of meetings of the Association or the Council, recordation of minutes of such meetings and maintenance of the records required to be kept by the Council pursuant to the Declaration.

(4) Preparation and filing with the appropriate body, in the name of the Association, of all forms, reports and returns required with respect to the Association's employees and performance of all acts of an employer required by law with respect to the Association's employees.

(5) Collection of all charges, assessments or rents which may at any time become due to the Association, by way of legal process or as may be required for the collection of delinquent assessments from the Owners or otherwise.

(6) Maintenance of the Common Elements and Limited Common Elements in the Premises.

(7) Contracting with respect to the Premises for a period of less than one year and incurring liabilities of not more than \$5,000.00 and maturing less than one year from the creation thereof.

(8) Compliance with orders and requirements affecting the Premises from any Federal, State, County or municipal authority having jurisdiction thereover.

(9) Contracting for water, electricity, telephone, elevator maintenance service, HVAC system maintenance, vermin extermination, trash, and snow removal and other necessary services, or such of them as the Council may deem advisable.

(10) Placement of orders for such equipment, tools, appliances, materials and supplies as are necessary to maintain properly the Common Elements.

(11) Placement of and maintaining in effect all forms of insurance authorized by the Council.

(12) Disbursement of salaries or any other compensation due and payable to the employees of the Association, or to agents or independent contractors hired by or on behalf of the Association, and payment of any taxes, fire and other insurance premiums and amounts specified for allocation to any reserve fund for replacements or any general operating fund.

(13) Providing Unit Owners and Mortgagees with copies of Condominium documents and such notices to Unit Owners or Mortgagees or both as may be promulgated by the Council from time to time and enforcement of the Rules and Regulations relating to the operation and use of the Common Elements (including, but not limited to, the Limited Common Elements).

(14) Establishment and maintenance, in a matter which indicates the custodial nature thereof, of one or more separate accounts for the deposit of monies of the Association.

(15) Maintenance of all data, receipts and records necessary to allow the Association to comply with the requirements of Section 3315(g) and 3407 of the Act and to provide further information upon request.

(16) Complying with the Council's responsibilities to Permitted Mortgagees under Section 8.2 and 8.3 of the Declaration.

ARTICLE IX
SEPARATE REAL ESTATE TAXES

Section 9.1. Assessments Against Individual Units. In the event that, during any taxable period real estate taxes are not separately assessed against each Unit Owner, but rather are assessed against the Premises as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Percentage Interest in the Common Elements.

ARTICLE X
PARKING GARAGE

Section 10.1 Authority of Council to Manage; Required Lease Terms. The Council shall have the full authority to operate, manage and supervise the use of the parking garage which is part of the Common Elements of the Premises for and on behalf of all Unit Owners. The Council may (but need not) engage the services of a manager to manage and operate the parking garage. The Council may (but need not) lease the garage to a garage operator provided said lease allows for use by Unit Owners as provided herein. Unit Owners shall not acquire any easement rights to use a particular parking space, and spaces or privileges may be assigned, reassigned or revoked by the Council in accordance with the applicable provisions of one or more of the Declaration, these Bylaws or the Rules and Regulations.

ARTICLE XI
AMENDMENTS

Section 11.1. General Requirements: Consent of Holders of Permitted Mortgages; Curative Amendments to Bylaws. Except as otherwise provided in any one or more of these Bylaws, the Declaration or the Act, the provisions of these Bylaws may be amended by the vote of the Unit Owners holding at least 67% of the proportionate undivided interest in the Common Elements (i.e., the Percentage Interest), cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws; provided however, that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, (ii) to abandon or terminate the condominium form of ownership of the Premises except as otherwise provided in the Declaration, shall be effective without the prior written approval of the holders of all Permitted Mortgages.

Additionally, if any amendment is necessary in the judgment of the Council to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or if any such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Council may effect an appropriate corrective

amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Premises, upon receipt by the Council of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of these Bylaws shall be effective upon its due adoption as aforesaid.

Section 11.2. Amendments to the Declaration. The Declaration may be amended pursuant to the provisions of the Act and the Declaration. The President or any Vice-President is empowered to prepare and execute any amendments to the Declaration on behalf of the Association and the Secretary or any Assistant-Secretary is empowered to attest, seal with the Association's corporate seal and record any such amendments on behalf of the Association.

ARTICLE XII
SEVERABILITY; CONFLICTS

Section 12.1. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity, partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless the deletion of such invalid or unenforceable provision shall destroy the uniform plan for development and operation of the condominium project which the Declaration (including the Plats and Plans) and these Bylaws are intended to create.

Section 12.2. Conflicts. The Act and the Declaration shall control, in the case of any conflict between the provisions thereof and the provisions of these Bylaws. The Act, the Declaration, and these Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of the Rules and Regulations.

IN WITNESS WHEREOF, intending to be legally bound, these Bylaws have been fully executed and acknowledged by the duly authorized officers of the Association.

**RIVER PARK HOUSE OWNERS
ASSOCIATION**

By: Maggie Smith
President

Attest: Edwin J. Saeger
Secretary

[CHARTER FOR RIVER PARK
BUDGET AND FINANCE COMMITTEE

By Resolution of the River Park Owners' Association Board of Directors, dated _____, 20____, the River Park Budget and Finance Committee was officially empowered to perform the following functions:

1. Prepare an annual budget for the River Park Owners' Association and recommend the adoption of same to the Board of Directors;
2. Continually monitor budget expenditures and provide recommendations to the Board of Directors concerning all expenditures exceeding ten percent (10%) of a specific budget line item.
3. Provide opinions and recommendations to the Board of Directors concerning any non-budget expenditures during the fiscal year.
4. Review and provide recommendations to the Board of Directors concerning all revenue generation matters;
5. Review and monitor all capitol reserve investments;
6. Review and provide recommendations concerning all issues relating to the commercial use of River Park common area;
7. Review and recommend budgetary requirements for other Standing and Special Committees;
8. Review and provide recommendations concerning all substantial monetary issues confronting the River Park Owners' Association.

The Committee shall be composed of owners appointed by the Board of Directors, not to exceed ten (10) persons, five (5) of whom shall be appointed for two (2) year terms and five (5) of whom shall be appointed for three (3) year terms. Such appointments may be renewed for additional terms by the Board of Directors. The members of the Committee shall select a Chairman, Co-Chairman and Secretary.]

**FIRST AMENDMENT TO BYLAWS OF
RIVER PARK HOUSE OWNERS ASSOCIATION**

WHEREAS, the River Park House Owners Association, a Pennsylvania non-profit corporation (the "Association") is charged with the responsibility for the operation of River Park House, a condominium (the "Condominium") pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3101 et. seq. (the "Act"); and

WHEREAS, on October 25, 2012, a special unit owners meeting was held (1) to vote to enter into a five year bulk contract with Verizon as presented, and (2) to amend Section 6.1 of the Bylaws for the sole, limited purpose of granting Council the authority to enter into this aforementioned contract; and

WHEREAS, on October 25, 2012, more than sixty-seven percent (67%) of the Unit Owners holding a proportionate undivided interest in the Common Elements voted in favor of entering into the aforementioned contract and amending Section 6.1 of the Bylaws.

NOW, THEREFORE, it is hereby declared that the Bylaws, at Section 6.1, are amended to add the two words "cable television" as follows:

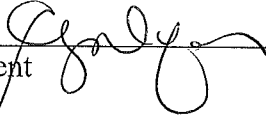
Section 6.1 Annual Budget


Such budget shall take into account the estimated Common Expenses and cash requirements for the forthcoming year (including, by way of illustration and not limitation, reserves, salaries, wages, payroll and other applicable taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, *cable television*, and all other Common Expenses) as deemed necessary by the Council.

IN WITNESS WHEREOF, intending to be legally bound, this Amendment to the Bylaws

has been fully executed and acknowledged by the duly authorized officers of the Association.

RIVER PARK HOUSE OWNERS ASSOCIATION

By:  _____
President

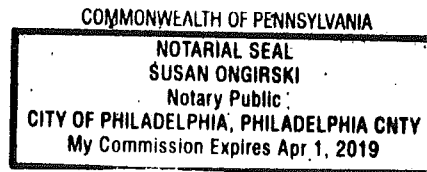
Attest:
 _____
Secretary

Commonwealth of Pennsylvania
County of Philadelphia

On this *30th* day of *November*, Year *2015*, before
Me, the undersigned Notary Public, personally appeared

Mary-Elizabeth Smith
Known, to me (or satisfactorily proven) to be the person whose
names are subscribed to the within instrument, and acknowledged
that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.



Susan Ongirski

NOTARY PUBLIC

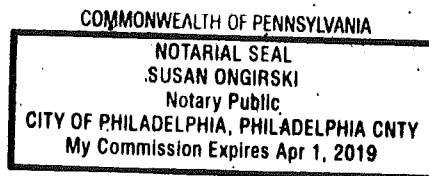
Commonwealth of Pennsylvania
County of Philadelphia

On this 30th day of November, Year 2015, before
Me, the undersigned Notary Public, personally appeared

Edwin J. Saeger

Known, to me (or satisfactorily proven) to be the person whose
names are subscribed to the within instrument, and acknowledged
that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.



Susan Ongirski
NOTARY PUBLIC

EXHIBIT "A"

D- 149-123

LEGAL DESCRIPTION OF PREMISES

ALL THAT CERTAIN lot or piece of ground,

SITUATE in the 52nd Ward (formerly the 24th Ward) of the City of Philadelphia and Commonwealth of Pennsylvania described according to a Plan thereof made by Earl Thomas Boyer, Surveyor and Regulator for the 7th Survey District, dated September 25, 1980 as follows, to wit:

BEGINNING at a point on the Southeasterly side of Conshohocken Avenue (Sixty four feet wide) measured Northeastwardly along the said Southeasterly side of Conshohocken Avenue on the arc of a circle curving to the left having a radius of Three hundred sixty four feet the arc distance of Eighty four and one hundred twenty one one-thousandths feet from a point of reverse curve, which point of reverse curve is measured Northwardly on the arc of a circle curving to the right which connects the said Southeasterly side of Conshohocken Avenue and the Northeasterly side of Country Club Road East (Sixty feet wide); having a radius of Thirty three and seven hundred forty six one-thousandths feet, the arc distance of Forty seven and five hundred seventy six one-thousandths feet from a point of reverse curve on the said Northeasterly side of Country Club Road East, said beginning point being on the Southwesterly side of a Forty feet wide right of way for construction and reconstruction and maintenance of sewers; thence extending from point of beginning Northeastwardly along the said Southeasterly side of Conshohocken Avenue crossing the aforesaid Forty feet wide right of way for construction and reconstruction and maintenance of sewers on the arc of a circle curving to the left having a radius of Three hundred sixty four feet, the arc distance of Fifty two and seven hundred forty nine one-thousandths feet to a point of tangent; thence North thirty two degrees, nineteen minutes East along the said Southeasterly side of Conshohocken Avenue, Three hundred eighty five and two hundred nineteen one-thousandths feet to a point on the Southwesterly line of land of Fairmount Park; thence South sixty six degrees twenty six minutes East along the said line of Fairmount Park, Two hundred ninety nine and one hundred nineteen one-thousandths feet to a point on the Northwesterly line of Fairmount Park; thence South thirty three degrees, eight minutes West, along the said Northwesterly line of Fairmount Park and partly along the Southeasterly side of aforesaid Forty feet wide right of way for construction and reconstruction and maintenance of sewers, Seven hundred sixteen and six hundred six one-thousandths feet to a point on the Southwesterly line of aforesaid Forty feet wide right of way for construction and reconstruction and maintenance of sewers, thence along the said Southwesterly line of aforesaid Forty feet wide right of way for construction and reconstruction and maintenance of sewers, the two following courses and distances: (1) North fifteen degrees, twenty five minutes West Two hundred eighty six and six hundred ten one-thousandths feet to an angle point; (2) North thirty degrees West, Eighty seven and eighty one one-thousandths feet to a point on the said Southeasterly side of Conshohocken Avenue, being the first mentioned point and place of beginning.

BEING the same premises which River Park House Associates, a Pennsylvania limited partnership, by Deed dated 11/17/80 and recorded in Philadelphia County, in Deed Book EFP 081, page 64 conveyed unto 3600 Venture, a Joint Venture formed under the Uniform Partnership Act of the State of Illinois, to be held as partnership property.