

2

MEMORANDUM OF UNDERSTANDING

between

The Council of Westwood Village Condominium

and

The Board of Directors
Westwood Village Community Association, Inc.

1. The Council of Westwood Village Condominium, hereinafter referred to as the Council, and the Board of Directors, Westwood Village Community Association, Inc., hereinafter referred to as the Board, hereby agree in principle to the following:
 - a. The Council is responsible for the affairs of Westwood Village Condominium, hereinafter referred to as the Condominium. The Condominium consists of those parts of Westwood Village that have been submitted to the provisions of the "Unit Property Act", 1963, July 3, P.L. 196. The Council shall govern the affairs of the Condominium according to the provisions of the "Unit Property Act", the "Declaration Creating and Establishing Westwood Village Condominium", and the "Code of Regulations of Westwood Village Condominium".
 - b. The Board is responsible for the affairs of Westwood Village Community Association, Inc., hereinafter referred to as the Association. The Association, a non-profit membership corporation, incorporated under the laws of the Commonwealth of Pennsylvania, is the entity to which the Developer (M.L.W. Construction Corporation, a Maryland corporation, and M.L.W.'s subsequent successors and assigns) either has conveyed or shall convey title to the Community Facilities. ~~The Community~~ Facilities are more fully described in Exhibit ~~A to the Declaration of Covenants and Restrictions, Westwood Village Community Association, Inc.~~ The board shall govern the affairs of the Association according to the provisions of the "Declaration of Covenants and Restriction, Westwood Village Community Association, Inc." and the "By-laws of Westwood Village Community Association, Inc."
 - c. Prior to the effective date of this Memorandum of Understanding, Council members have managed the affairs of both the Condominium and of the Association. It is the desire of both the Council and the Board that each entity assume responsibility for the affairs of its respective area.

2. In order to promote the operational efficiency of both entities, the Council and the Board hereby covenant for themselves the following:

a. Meetings.

i. The Council shall conduct its regular meetings at intervals specified in the Code of Regulations of Westwood Village Condominium, Article IV. Any Unit Owner or resident may attend regular Council meetings. Council reserves for itself the right to caucus privately for purposes of discussion. Special Council meetings may be called for the purpose of transacting urgent business.

ii. The Board shall conduct its regular meetings at intervals specified in the By-laws of Westwood Village Community Association, Inc., Article V. Any Association Member or resident may attend regular Board meetings. The Board reserves for itself the right to caucus privately for purposes of discussion. Special Board meetings may be called for the purpose of transacting urgent business.

b. Assessments.

i. The Council shall determine assessments applicable to "Common Elements" in accordance with the appropriate Condominium documents.

1990/1991 BUDGET

iii. The Council shall collect from the Unit Owners and Association Members a combined monthly Condominium and Association fee. As the fees are collected, Council shall deliver to the Board that portion of the combined fees that is assessed for "Community Facilities".

c. Maintenance Contracts.

When appropriate, both the Council and the Board shall endeavor to utilize the services of the same maintenance contractors for both Condominium and Association requirements. If both the Council and the Board should jointly agree to use the services of a particular contractor, the contract price shall be itemized as to what charges are applicable to the Condominium and to the Association, and such charges shall be paid accordingly by each entity.

d. Use of Office and Clubhouse space by Council.

The Board acknowledges that, in return for "Community Facilities" assessment collection services performed by Council, the Council shall be entitled to rent free; access to and full time use of the Condominium office and storage room located in the clubhouse, and use of the entire clubhouse for the purpose of annual Unit Owners meetings and regular Council meetings. The Board shall make no additional charges to Council for the use of said office or meeting space. The Board shall assume responsibility of payment for all "Community Facilities" public utilities charges, with the exception of office telephone service charges which shall be paid by Council.

3. Effective Date.

This Memorandum of Understanding shall become effective upon the date it is approved by both a majority of the Council and by a majority of the Board. It shall remain in effect until rescinded by both a majority of the Council and a majority of the Board.

Approved this 9th day of July, 1986 by a majority vote of the Council of Westwood Village Condominium.

Lawrence B. Phillips
Lawrence B. Phillips
Council President

Approved this 9th day of July, 1986 by a majority vote of the Board of Directors, Westwood Village Community Association, Inc.

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Board of Directors President