

COVENANTS AND RESTRICTIONS FOR OKEHOCKING HILLS

Revised 5/___/2021

**COVENANTS AND RESTRICTIONS FOR OKEHOCKING HILLS,
EDGMONT TOWNSHIP, DELAWARE COUNTY, PENNA.**

(REVISED MAY , 2021)

This declaration made on this _____ day of May , 2021 by OKEHOCKING HILLS CIVIC ASSOCIATION,

WHEREAS, the undersigned is the Civic Association of a planned residential community known as Okehocking Hills in the Township of Edgmont, Delaware County, Pennsylvania, more particularly described in Exhibit "A" of this declaration,

WHEREAS, the Developer of said Okehocking Hills desired to provide for the preservation and maintenance of natural open space, trees, slopes, water courses, and other natural amenities and made all of the grounds described in Exhibit "A", subject to certain covenants, restrictions, easements, charges and liens as hereinafter set forth, which are for the common benefit of the community and all the various owners of the ground therein, and

WHEREAS, the undersigned Association has been charged by the Developer with the duty of maintaining and administering the common open space and community facilities. A copy of the By-Laws of said Association is attached hereto and marked Exhibit "B" and made a part hereof.

Now the undersigned Association of Okehocking Hills declare that the tract of ground described in Exhibit "A" and such additions thereto as may hereafter be made, pursuant to Exhibit "A" hereof, is and shall be held, transferred, sold, conveyed and occupied under and subject to the covenants, restrictions, easements and charges and liens (as may hereafter be referred to as covenants and restrictions) as hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words and phrases used in this Declaration of any Supplemental Declaration (unless context should prohibit) shall have the following meanings:

- (a) "Association" shall mean Okehocking Hills Civic Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provision of Exhibit "A" hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plot of the properties and intended to be devoted to the common use and enjoyment of the owners of the Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as hereto fore defined.
- (e) "Living Unit" shall mean the building or portion thereof situated on the Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situate upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless

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and until such mortgage has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1, hereof.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or other entity who is the owner of any lot or living unit situate on the property shall be a member of the Association. Each original owner and each subsequent owner shall be subject to the rights and responsibilities of membership in the association. This is a mandatory provision with the intention that every owner, with the exception of any person or entity who has an interest in a lot or living unit as security for the performance of an obligation shall not be deemed to be an owner or member, shall be a member.

Section 2. Voting Rights. The rights of members, including voting rights, the creation of non-voting memberships, the obligations of all members, including dues and assessments, and the proper operation of the Association shall be as provided by the Articles and By-Laws of the Association, as adopted, and from time to time amended by the Association.

ARTICLE III

COMMON OPEN SPACE

Section 1. Title to Common Open Space. The developer may retain in legal title to the common open space for such area as may be owned by the Association. In either case, members of the Association shall have the right and easement of enjoyment in and to the common open space in accordance with the Articles of Incorporation and By-Laws of the Association, free and clear of all mortgages.

Section 2. Reservation of Rights. The rights and easements of enjoyment created for the benefit of members shall be subject to the following reservations:

- (a) The right of the Association as provided in the By-Laws to govern the offering and suspension of membership in the Association.
- (b) The right of the association to make reasonable changes for the use, maintenance and preservation of the common open space in accordance with the By-Laws. All members shall pay annual dues and such other assessment in the amounts and at times as the Board of Directors may by resolution prescribe. The dues and special assessments shall be collected and expended only in furtherance of the proper purposes of the association, including, but not limited to, the payment of taxes, insurance premiums, cost of maintenance, cost of legal and accounting services. Such dues and assessments shall be due and payable within thirty (30) days after notification by the Board of Directors. The initial annual dues shall be \$50.00 per year for each lot and shall not expand by more than 10% per year.
- (c) The right of the Association to dedicate, convey or dispose of all or part of the open areas, as follows:

The common open space shall not be subdivided or disposed of by sale, dissolution or otherwise, except by dedication of the same to the Township of Edgmont, or an entity

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created for the purpose of conversation and approved by the Township of Edgmont, unless such disposition consists of a merger and/or conveyance to an organization similar to the Association or a successor to the developer, subject to these covenants, such Association conceived and established to own and maintain such common open space, which organization shall be approved by the Township of Edgmont.

- (d) The right of the Association, or their successors to erect and install the necessary structures, fixtures and equipment for public service companies, municipalities or municipal authorities for their proper use in serving the property.

Section 3. Limited Rights of Owners of Individual Lots in Common Open Space. Owners of individual lots will have the right to install and maintain all or a portion of necessary sanitary sewage disposal facilities in that part of the common open space as is within 75 feet of such lots title line which is in common with the open space. Each such facility shall be installed and maintained in accordance with the applicable municipal regulations and the owner of the common open space shall execute all necessary agreements, licenses and easements which may be required by such regulations.

ARTICLE IV

COVENANT FOR DUES AND ASSESSMENTS

1. The owner of any lot or living unit by acquiring ownership or interest therein shall be deemed to covenant or agree to pay to the Association such annual assessment or dues which may be established or levied by the By-Laws of such Association. Such assessment and/or dues, together with any interest and cost of collection, shall be a charge on the owner's property and shall be a continuing lien upon the property against which such assessment is made.
2. Purpose of Assessments. Assessments and dues made from time to time and levied by the Association shall be exclusively for the proper purpose of the Association as set forth in the Articles of Incorporation and By-Laws created in conformity thereto.
3. Subordination of Liens, Dues and Assessments. The lien of any dues and assessments as provided for herein shall be subordinate to any lien of mortgage now or hereafter placed upon the property, provided, however, that such subordination shall apply only to assessments as they become due and payable prior to the sale and transfer or such property pursuant to the foreclosure proceedings, or other transfer in lieu of foreclosure or execution. Such sale or transfer shall not relieve such property from assessment for any dues or assessment thereafter becoming due from the lien of any such subsequent assessment.

ARTICLE V

GENERAL PROVISIONS AND RESTRICTIONS

Section 1. Compliance with final plan. No use of any lot shall be made which is contrary to the final plan approved by the Supervisors or Edgmont Township, Delaware County, as provided for in the provisions of the Township Zoning Ordinance as pertains to Planned Residential Development, or such changes or amendment to such plan as may from time to time be properly approved by the Supervisors of Edgmont Township.

Section 2. Lot Size. No lot shall be subdivided, partitioned, changed or reduced in size except that the Developer reserves the right to itself, its successors or assigns, to modify the final plan in accordance with the proper consent and approval of the Supervisors of Edgmont Township.

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Section 3. No construction shall begin and no major alterations shall be made to the exterior of an existing building until the plans have been submitted to and approved by the Board, to be in general cohesion with the then-existing character of the neighborhood. All such plans shall have been prepared by and bear the seal of a registered architect and/or engineer when required by Township Ordinances.

Section 4. The following uses and improvements are prohibited or restricted unless hereinafter specifically permitted with the prior approval of the Developer and/or Association or Nominee.

- (a) No fence, hedge or other continuous obstruction or barrier shall be erected or maintained within twenty-five (25) feet of a property line unless approved and agreed upon by all adjoining property owners and the Board, to be in general cohesion with the then-existing character of the neighborhood.

No fence, hedge or continuous obstruction or barrier greater than twenty-five (25) feet in total length shall be erected or maintained unless approved and agreed to by the Board who will determine if same is in general cohesion with the then-existing character of the neighborhood.

- (b) No outside or freestanding TV, radio, short wave or other similar aerial or antenna shall be erected or maintained.
- (c) No trailer, tent, recreational vehicle, boat, outbuilding or structure of a temporary nature shall be used as a residence.

No trailer, recreational vehicle, boat or any unused, unlicensed or non-registered wheeled vehicle including, but not limited to, garden tractors, lawn equipment, all terrain vehicles (ATVs) of any character or nature shall be stored on any lot unless the item and any protective cover is more than ninety percent (90%) hidden from view from any adjoining property or from any street located within the said community. Said vehicles must be stored on an impervious surface and said items may be stored in a garage, shed or behind a natural barrier consisting of trees or shrubs provided that such storage does not conflict with any other provisions set forth in this section.

- (d) No commercial vehicle or equipment shall be parked on a lot except when performing work or making a delivery, unless the item and any protective cover is more than ninety percent (90%) hidden from view from any adjoining property or from any street within the development.
- (e) No fowl shall be raised or kept and no kennel for the breeding or boarding of dogs shall be erected or maintained on any lot, nor shall any large animal be housed, raised or otherwise maintained on any parcel under one ownership less than three acres in size. No vegetable gardens shall be planted or kept in front yards.
- (f) No septic tank, cesspools, field drains, or wells shall be constructed within twenty (20) feet of common boundaries or roadside lines.

Section 5. No lot shall be used other than for residential purposes, including uses accessory thereto as permitted by the zoning ordinance of Edgmont Township.

Section 6. No dwelling house shall be created on any lot which shall be designed for occupancy by more than a single family; however, this shall not prohibit quarters for domestic service. On any lot only one dwelling house shall be permitted; however, this clause shall not be construed to prohibit the construction of private garages, barns or outbuildings as may be permitted by the Township Zoning Ordinance and approved by the Board.

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Section 7. Construction of any dwelling or other permitted building must be completed within one (1) year of the date of ground breaking. Lots under construction must be kept in neat and proper condition at all times with respect to mowing of grass and other external care. Roads adjacent to construction sites shall be kept free of mud and debris caused by the construction and same is the responsibility of the owner of the subject lot and/or property.

Section 8. It shall be the duty of every lot owner abutting the road rights-of-way within Okehocking Hills to be responsible for the proper seeding, care and maintenance of the land lying between the portion of that owner's property line which abuts such right-of-way and the cartway lying within such right-of-way. In performing this duty, the owners shall not obstruct or make any use of such area which is detrimental to or inconsistent with the proper use of the right-of-way.

Section 9. The sale or removal or topsoil from any lot or common space is prohibited.

Section 10. Owners will be responsible for their actions and for the actions of their builder, subcontractors, employees and independent contractors regarding and including, but not limited to, the following items:

- (a) Any damage to concrete gutters or other site improvements caused by equipment such as bulldozers, backhoes or similar types of construction equipment being used and/or operated in connection with the construction upon development or said lot.
- (b) Said lot is to be kept clean during construction.

The provisions of this paragraph shall survive settlement hereunder and shall not merge into the Deed conveying legal title or any lot.

Section 11. The use of motorized vehicles not licensed for road use including motorbikes, minibikes, ATVs, golf carts and the like are strictly prohibited on any street.

Section 12. No grading, landscaping or excavation or driveway installation shall be constructed on any lot in a manner that burdens, damages or interferes with drainage along, across or under the road right-of-way.

Section 13. All restrictions provided for herein shall be in addition to any restrictions contained in Township Ordinances, rules or regulations, and in all events, in the case of a conflict between such rules and regulations and the Restrictions provided for herein, the most stringent of the two shall apply.

Section 14. Grading. Each Owner who intends to construct any dwelling or structure on his lot shall prepare a grading plan therefore in conformance with all applicable soil and erosion control laws, ordinances, and standards. Such plan shall be filed with Developer. Owner shall be solely responsible for the implementation and shall implement said plan.

ARTICLE VI

Section 1. These Covenants and Restrictions shall run with the land and remain in effect for a period of ten (10) years hereof. They shall without further action expire at that time except in the event that the Association, by a majority vote of its members, elect to continue and extend the same for an additional period not to exceed ten (10) years each. Such extension shall be made by written statement executed by the proper officers of the Association and recorded in the Recorder of Deeds Office in Delaware County referring to the within Restrictions and Covenants.

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In the event the Association is not then operating, then such extension may be made by the successor in interest in such Association. The method of voting by such Association or successor shall be as set forth in the By-Laws or other rules applicable at the time.

In the event that neither the Association nor any successor in existence at any of the times provided for herein for such extension, an extension may be made by a majority vote of the owners of the lots within the development. A document showing the vote to extend such covenants shall be executed by the person making the account thereof, duly acknowledged and recorded in the Recorder of Deeds Office in Delaware County, referring to the Covenants and Restrictions.

Section 2. Severability. If any portion of these Covenants and Restrictions be deemed to be invalid by Court or other authority which has jurisdiction, such invalidity shall in no way affect the other provisions which will remain in full force and effect.

Section 3. These Covenants and attached Exhibits supersede all prior Covenants and Restrictions for Okehocking Hills and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the undersigned officers of the Okehocking Hills Civic Association have signed and sealed these Covenants this _____ day of May, 2021.

President, Okehocking Hills Civic Association

Vice-President, Okehocking Hills Civic Association

Vice-President, Okehocking Hills Civic Association

Exhibit “A”

Parcel ID	TaxMap ID	Property Address
19000002942	19-17 -033:000	BEVERLY LN 1000
19000002928	19-17 -066:000	BEVERLY LN 1005
19000002943	19-17 -034:000	BEVERLY LN 1010
19000002927	19-17 -065:000	BEVERLY LN 1015
19000002944	19-17 -035:000	BEVERLY LN 1020
19000002926	19-17 -064:000	BEVERLY LN 1025
19000002945	19-17 -036:000	BEVERLY LN 1030
19000002925	19-17 -063:000	BEVERLY LN 1035
19000002946	19-17 -037:000	BEVERLY LN 1040
19000002924	19-17 -062:000	BEVERLY LN 1045
19000002947	19-17 -038:000	BEVERLY LN 1050
19000002948	19-17 -039:000	BEVERLY LN 1060
19000002995	19-17 -014:000	BEVERLY LN 1090
19000002996	19-17 -013:000	BEVERLY LN 1100
19000026027	19-17 -049:000	BEVERLY LN 1105
19000037728	19-17 -012:000	BEVERLY LN 1110
19000002998	19-17 -008:000	BEVERLY LN 1120
19000002997	19-17 -042:000	BEVERLY LN 1125
19000002999	19-17 -040:000	BEVERLY LN 1135
19000002935	19-26 -002:000	BEVERLY LN 930
19000002936	19-25 -029:000	BEVERLY LN 940
19000002934	19-26 -001:000	BEVERLY LN 945
19000002937	19-25 -027:000	BEVERLY LN 950
19000002933	19-18 -015:000	BEVERLY LN 955
19000002938	19-17 -075:000	BEVERLY LN 960
19000002932	19-18 -014:000	BEVERLY LN 965
19000002939	19-17 -074:000	BEVERLY LN 970
19000002931	19-17 -069:000	BEVERLY LN 975
19000002941	19-17 -071:000	BEVERLY LN 980
19000002930	19-17 -068:000	BEVERLY LN 985

Exhibit “A”

Parcel ID	TaxMap ID	Property Address
19000002940	19-17 -070:000	BEVERLY LN 990
19000002929	19-17 -067:000	BEVERLY LN 995
19000026025	19-17 -047:000	MINGUAS CIR 1285
19000026026	19-17 -048:000	MINGUAS CIR 1288
19000026024	19-17 -046:000	MINGUAS CIR 1295
19000026058	19-18 -011:000	NICOLE DR 1005
19000026057	19-18 -012:000	NICOLE DR 1010
19000026059	19-18 -010:000	NICOLE DR 1015
19000026056	19-18 -013:000	NICOLE DR 1020
19000026060	19-18 -009:000	NICOLE DR 1025
19000026061	19-18 -008:000	NICOLE DR 1035
19000026055	19-17 -060:000	NICOLE DR 1040
19000026062	19-18 -007:000	NICOLE DR 1045
19000026054	19-17 -059:000	NICOLE DR 1050
19000026063	19-17 -054:000	NICOLE DR 1055
19000026053	19-17 -058:000	NICOLE DR 1060
19000026064	19-17 -053:000	NICOLE DR 1065
19000026052	19-17 -057:000	NICOLE DR 1070
19000026066	19-17 -051:000	NICOLE DR 1085
19000026051	19-17 -056:000	NICOLE DR 1090
19000026067	19-17 -050:000	NICOLE DR 1095
19000026050	19-17 -055:000	NICOLE DR 1100
19000035003	19-17 -006:000	STACKHOUSE MILL 1310
19000035000	19-17 -043:000	STACKHOUSE MILL RD 1280
19000035001	19-17 -041:000	STACKHOUSE MILL RD 1286
19000035002	19-17 -007:000	STACKHOUSE MILL RD 1300
19000037725	19-17 -009:000	TOMAHAWK CIR 1305
19000037727	19-17 -011:000	TOMAHAWK CIR 1308
19000037726	19-17 -010:000	TOMAHAWK CIR 1310

OKEHOCKING HILLS CIVIC ASSOCIATION
BY-LAWS

(REVISED APRIL 28, 1993)

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Okehocking Hills Civic Association, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania.

Section 2. "The properties" shall mean all lands acquired by the Association in the "Okehocking Hills" development located in Edgmont Township, Delaware County, Pennsylvania, regardless of when or how acquired.

Section 3. "Developer" shall mean Eastern Pennsylvania Land Company, Inc., or their successors, provided such successor is designated as successor by Eastern Pennsylvania Land Company, Inc. at the time of its acquisition of title to the lands.

ARTICLE II
LOCATION

Section 1. The principal office of the Association shall be the address of the residence of the President of the Association. The mailing address shall be; P.O. Box 222, Gradyville, PA 19039.

ARTICLE III
MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any property or lot in the "Okehocking Hills" development shall be a member of the Association provided that any such person or entity who holds such interest as mortgagee shall not be a member.

Section 2. As set forth in the restrictions and covenants pertaining to the "Okehocking Hills" development, membership in the Association shall be mandatory by virtue of being a record owner.

Section 3. When any person or entity is no longer a record owner of property as aforesaid, such person or entity immediately ceases to be a member of this Association.

Section 4. The membership rights of any person or entity whose interest in the "Okehocking Hills" development is subject to assessments under Article V, whether or not he is personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored.

ARTICLE IV
VOTING RIGHTS OF MEMBERS

Section 1. The Association shall have two classes of- voting membership.

Class A - Class A members shall be all those owners as defined in Article III, with the exception of the developer. Class A members shall be entitled to one vote for each lot (or residence) in which they hold the interests required for membership by Article III. When more than one person holds such interest or interests in any lot (or residence), all such persons shall be members and the vote for such lot (or residence) shall be exercised as they, among themselves, determine but in no event shall more than one vote be cast with respect to any such lot (or residence).

Class B - Class B members shall be the developer. The Class B member shall be entitled to four votes for each lot in which it holds the interest required for membership by Article III (and for every living unit owned by it until such unit is first sold or leased) provided, that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership.

Section 2. It is understood that a single person or entity while being one member only, may have more than one (1) vote if such person or entity fulfills requirements as set forth herein by owning more than one lot (or residence), the number of votes of such person or entity being equal to the number of lots (or residences) owned.

ARTICLE V
DUES AND ASSESSMENTS

Section 1. The members of the Association are subject to the payment of annual assessments levied by the Board of Directors ("Board") of the Association, such annual assessments to be divided equally among the members in accordance with the number of lots owned by said members, said annual assessments being that portion of the budget determined by the Board to be judged as common expenses, the obligation of which assessments is imposed against each owner and in addition becomes a lien upon the property against which such assessments are made as provided by Article IV of the Declaration of Restrictions and Covenants and which shall include any provisions outlined in the declarations of covenants and restrictions.

- (a) Class A members who are owners will pay 100% of the annual assessment.
- (b) Class B members, the developer, shall pay all costs until such time as there are only Class A members.
- (c) Class A members who are owners of vacant lots, lots upon which construction is incomplete or lots upon which construction is complete but the living unit has never been occupied will pay 50% of the annual assessment.

Section 2. Such assessments, when determined by the Board, shall also become the personal obligation of the members in the manner assessed, and may be collected by legal action as any other liquidated debt.

Section 3. Special assessments as determined by the Board at either regular or special meetings may be levied against special interest groups. Such special interest groups to be determined by the Board and for the purposes of this section to be defined as particular groups

which will benefit by the levying of such special assessments but will not benefit the Association as a whole.

Section 4. The Board shall have the power to levy an emergency assessment in the case of a naturally occurring disaster.

Section 5. The Board shall have the power to levy capital/maintenance assessments in the event that capital or maintenance expenditures outside of the annual budget are required.

Section 6. Notwithstanding the provisions of any other sections of this Article to the contrary, the balance of unpaid dues and assessments, including any accrued interest, costs or late fees, shall accrue interest at a rate of 1.5% per month. All outstanding, unpaid balances as of the date of adoption of this provision shall be subject to the forgoing interest rate.

ARTICLE VI

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by Deed of Dedication and Article III of the Declaration of Covenants applicable to the properties.

Section 2. Any member may delegate his rights of enjoyment in the common properties and facilities to the members of the family who reside upon the properties. such member shall notify the secretary of the Association in writing of the name of any such person and of the relationship of the members to such person. The rights and privileges of such person are subject to suspension under Bylaws Article III, section 4, to the same extent as those of the member.

ARTICLE VII

ASSOCIATION PURPOSES AND POWERS

Section 1. The Association has been organized for the following purposes: To acquire and promote the acquisition of necessary real estate located in Edgmont Township, Delaware County, Pennsylvania, within the development known as "Okehocking Hills" to be used for park, horses and common area purpose, which use shall include but not be limited to pastures, wooded areas, picnic areas, foot and bicycle paths and general open area (motorized vehicles are excluded from the common area except grass mower) and such real estate for the exclusive use and benefit of the residents living within the "Okehocking Hills" development; to pay taxes, if any, on the properties and facilities of this Association, and insofar as permitted by law, to do any other thing that will promote the common benefit and enjoyment of the residents of the "Okehocking Hills" development.

This is a corporation which does not contemplate pecuniary gain or profit, incidental or otherwise, to its members. All such acts of the Association shall be in conformity with purposes which fall within the contemplation of section 501 (c) (3) of the Internal Revenue Code of 1954, as amended.

Section 2. The Association shall have the power and right to receive land acquired from the developer or other sources subject to mortgages or security instruments.

ARTICLE VIII
BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be managed by a Board of five Directors who need be members of the Association. The initial Board shall be as set forth in the Articles of Incorporation and shall hold office until the election of their successors as set forth hereinafter.

Section 2. At each election following the initial election of the Board as set forth hereinafter, each Director shall be elected for a two year term, or until his successor is elected. The initial elections to be decided by the Association membership at a special meeting called for the purposes of nominations and elections of the Board shall be for staggered terms as follows:

Two Directors elected for a two year term; and,

Three Directors elected for a one year term.

Thereafter, every director shall be elected for a two year term and shall be elected by the members of the Association.

Section 3. Vacancies in the Board shall be filled by the majority of remaining Directors, any appointed Director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose, by petition of one-fourth (1/4) of the members of the Association, said special meeting to be called no later than 60 days from the time such petition is presented to the Board of Directors.

ARTICLE IX
ELECTION OF THE DIRECTORS, NOMINATING COMMITTEE, ELECTION COMMITTEE

Section 1. Election to the Board shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to the property. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for reelection to the Board shall be made by the members of the Association either by a writing delivered to the Board prior to the meeting at which the election of Directors is to be held or by voice from the floor during the meeting at which the election of Directors is being held.

Section 3. In the event of a tie which would affect the outcome of the election, a run-off vote shall immediately be held wherein the President, or Secretary if he is absent, shall determine an equitable procedure for conducting said run-off election.

Section 4. All elections to the Board shall be made at the annual meeting of the members as set forth hereinafter. Written notice of regular members meeting shall be given to each member at least fourteen (14) days prior to such annual meeting of members. The notice shall indicate the time and place where the annual meeting shall take place, that the meeting is for the purpose of election of directors for the forthcoming year, and the names of those persons nominated for the Board of Directors and any other information desired or any information required by law. Voting for directors shall be in accordance with the number of votes permitted to members as set forth hereinabove.

ARTICLE X

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided by Bylaws Article XIV, section 2.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such securities or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Bylaws Article V.
- (d) To adopt and publish rules and regulations governing use of the common properties and facilities and the personal conduct of the members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authorities vested in the Association, by the laws of the Commonwealth and these By-Laws.
- (f) In the Event that any member of the Board of this Association shall be absent from three (3) consecutive regular or special meetings of the Board, the Board may, during a meeting in which the said third absence occurs, declare the office of such absent director to be vacant, and said vacancy to be filled within thirty days of the declaration of the vacant office by the remaining members of the Board.

Section 2. It shall be the duty of the Board:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Bylaws Article XIV, section 2.
- (b) As more fully provided in Article V of the Declaration of the Covenants applicable to the Properties:
 - (1) To fix the amount of the assessment against each lot (property) for each assessment period at least thirty (30) days in advance of such date or period at the same time.
 - (2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time.
 - (3) To send written notice of each assessment to every owner subject thereto within thirty (30) days prior to such assessment becoming due and payable.
- (c) To provide a detailed explanation to the members at each regular meeting of the Association of the expenditures made by the Association during the current year.

ARTICLE XI

DIRECTORS MEETING

Section 1. A regular meeting of the Board shall be held in the month of May of each year immediately following the meeting of the members. Other regular meeting duties may be established from time to time by the Board. Notice of such regular meetings must be given to the Directors within five (5) days of such meeting unless waiver of notice is given by all Directors.

Section 2. Special meetings of the Board shall be held when called by any officer of the Association or by any two Directors after not less than two days notice to each Director, in writing, orally, or by telephone.

Section 3. Other provisions, such as waiver of notice, quorum and the like, shall be as set forth in the Pennsylvania Non-Profit Corporation Law.

ARTICLE XII

OFFICERS

Section 1. The officers shall be a President, a Secretary and a Treasurer. The President shall be a member of the Board, but the other two need not be.

Section 2. The officers shall be chosen by vote of the Directors at the annual meets of directors held immediately after the annual meeting of the members.

Section 3. All officers shall hold office during the pleasure of the Board.

Section 4. The President shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out.

Section 5. The Secretary shall be an ex-officio member of the Board, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose, the names of all members of the Association, together with their addresses as registered by such members.

Section 6. The Treasurer shall act in the President's absence and shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided, however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks, notes, leases, mortgages, deeds and other written instruments as provided herein as well as notes of the Association, provided that such checks and notes shall also be signed by the President if over One Hundred (\$100) Dollars.

Section 7. The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XIII

COMMITTEES

Section 1. The Board of the Association shall have the authority from time to time to appoint such committees as may be deemed desirable by such Board. In the event of such appointments, such committees will have powers and authorities as may be delegated to them by the said Board. The Committees to be appointed and the manner of appointment shall be in the discretion of the Board or upon a petition of members of said Association comprising 30% of the voting membership.

Section 2. Each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 3. It shall be the duty of each committee to receive complaints from members on any matter involving Association function, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XIV

MEETING OF MEMBERS

Section 1. The regular annual meeting of the members shall be held during the month of May or at such other time as the Directors may establish. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all the votes of the entire membership.

Section 3. written notice of any special meeting shall be given to the members by the Secretary at least five days prior to such special meeting specifically set forth herein by Bylaws Article X, section 1.

Section 4. The presence at the meeting of members or proxies representing one-fourth (1/4) of the total votes entitled to be cast as set forth under members voting rights herein shall constitute a quorum for a meeting of members.

Section 5. At all corporate meetings of members, each member may vote in person or by proxy.

Section 6. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in the Okehocking Hills development.

Section 7. Each member of the Association shall register his address with the Secretary of the Association and may change the same from time to time as his address may change.

ARTICLE XV

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

ARTICLE XVI

CORPORATE SEAL

Section 1. The Association shall have a seal in circular form.

ARTICLE XVII

AMENDMENTS

Section 1. These By-laws may be amended at a regular or special meeting of the members of the Association upon proper motion and subject to a majority vote of the members of the Association.

ARTICLE XVIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Neither the Directors nor officers of the corporation shall be personally liable for the debts, liabilities or obligations of the corporation. The corporation shall indemnify its directors and officers against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with defense of any action to which they are made parties by reason of being or having been directors or officers if such directors or officers acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation. Such indemnification shall not be deemed exclusive of any other rights to which they may be entitled under any by-laws, agreement, vote of members or otherwise.

The corporation may purchase and maintain insurance for the purpose of indemnification on behalf of directors and officers to the full extent permitted pursuant to the Pennsylvania Non-Profit Corporation Law.

ARTICLE XIX

GENERAL

Section 1. This Association is formed in and is subject to the laws of the Commonwealth of Pennsylvania relating to nonprofit corporations, all of which have laws, as the same may be promulgated and amended from time to time, except as set forth differently in these By-laws, shall constitute rules of conduct applicable to this Association.

Section 2. Nothing in these By-laws shall be deemed in any way to infringe upon, minimize or interfere with the powers given by law to the Board of Supervisors, Planning Commission, Zoning Hearing Board, or other municipal bodies of Edgmont Township, Delaware County, Pennsylvania. These By-Laws are the basis for the internal organization of this Association only.