

DECLARATION OF RESTRICTIVE COVENANTS, RESERVATIONS  
AND EASEMENTS FOR THE 23 LOTS OF PARCEL 10 OF OAKWOOD, A  
PLANNED COMMUNITY, BEING A SINGLE FAMILY SUBDIVISION  
IN PATTON TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA - ALSO  
KNOWN AS BENJAMIN DRIVE PROPERTIES  
DAVID L. HADDEN, DEVELOPER

271

The Real Estate which is subject to these Restrictions, Covenants, Reservations and Easements are those 23 lots located in Patton Township, Centre County, Pennsylvania, comprising Parcel 10 of Oakwood Planned Community, but excluding the Common Area of Parcel 10. The Developer is David L. Hadden of 1732 Princeton Drive, State College, Centre County, Pennsylvania ("Developer").

Each lot in said Parcel 10 shall be conveyed UNDER AND SUBJECT to the following conditions, covenants, easements and restrictions which shall be construed as covenants running with the land, and each Grantee by the acceptance of a deed from Developer or from a person who accepted a deed from Developer or a successor in title of Developer, on behalf of themselves, their executors, administrators, heirs, successors, and assigns, agrees to keep and perform all such and to be bound hereby:

1. Each lot shall be used for residential purposes only, and only one (1) single family residential dwelling may be erected or maintained on each lot. As part of each single family residential dwelling constructed on a lot, an integral or attached garage for at least one (1) automobile but for not more than three (3) automobiles must be erected. Only such other outbuildings or appurtenances, if any, as shall be approved by Developer, may be erected or placed on the lot.

2. No unregistered motor vehicle may remain on any lot unless said motor vehicle is garaged.

3. No mobile home, shack, or other temporary structure shall be kept, maintained or allowed on any lot except children's tents; nor shall any motor homes, campers, boats, or recreational vehicles be kept or stored on the premises except in a garage.

4. No lot may be used as a means of access or egress to or from any other real estate except with Developer's specific written consent.

5. No animals, livestock, horses, or poultry, of any kind shall be raised, bred or kept on the premises except that dogs, cats or other household pets other than reptiles or wild animals may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and provided that there shall be kept on the lot no more than two (2) dogs and/or two (2) cats and do not constitute a nuisance to other lot owners.

6. No building or other structure, except children's tents, shall be erected, altered or placed upon any lot and there shall be no landscaping or grading of any lot, or any removal of trees until the identity of the proposed builder and a complete set of plans and specifications for the same and a site plan shall first have been furnished to Developer at least thirty (30) days prior to construction and until the identity of the proposed builder and such plans have been approved in writing by Developer. Each Grantee of each lot further agrees that no change shall be made in the identity of the builder or in said

approved plans and specifications without the advance written approval of Developer.

Developer reserves the right to approve or disapprove of any builder of a dwelling or improvement within said Parcel 10 of Oakwood, a Planned Community.

All submissions of plans for construction, landscaping, proposed grading, and tree removals must be in duplicate, one (1) copy of which shall be retained by Developer.

At least thirty (30) days prior to occupancy of the dwelling, a written landscaping plan for the lot must have been submitted to the Developer by the lot owner(s) which meets Developer's requirements for approval.

After receipt of the identity of the proposed builder, the plans, specifications and proposals, Developer shall approve or disapprove the same within fifteen (15) days. Developer may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Developer shall deem suitable.

~~All site plans shall show at least the following:~~

- (a) existing topography
- (b) outline of all proposed structures and finished floor elevations including as well their locations relative to property lines
- (c) color and texture of materials to be used on the exterior of the dwelling
- (d) proposed driveways and sidewalks
- (e) clearing lines around structures, drives and walks
- (f) ~~proposed drainage control on each lot~~

- (g) the scale of the plan is to be 1" = 20' or 1" = 50'
- (h) finished grade contours and "spot" elevations for all graded areas
- (i) erosion control measures that will be constructed to control water runoff until new grass and landscaping is established, and such measures, if any, as will be needed thereafter.

As stated aforesaid, Developer shall have the right to approve or disapprove any such plans or specifications, the identity of any builder, all grading and landscaping, and all tree removals. Further, Developer shall have the right to require whatever screening Developer deems suitable.

Developer may, at Developer's option assign and delegate any or all of Developer's rights and authority, to any designee(s) deemed suitable by Developer.

7. The building and landscaping of any dwelling, garage and driveway must be completed within one (1) year from the start thereof, or else Developer may assess against the Grantee liquidated damages in the amount of Fifty (\$50.00) Dollars per day for that time beyond the foregoing one (1) year period during which such construction or landscaping is incomplete.

8. Minimum finished square footage of living space of all dwellings, excluding basements and garages, must be at least One Thousand Four Hundred (1,400) square feet.

9. Each dwelling built on a lot shall have a cost, at the time of construction, of no less than One Hundred Thousand

(\$100,000.00) Dollars; said amount to be increased annually in accordance with the Consumer Price Index in effect on the date of this Declaration.

10. Neither Developer, nor his heirs, personal representatives, successors, or assigns, shall be liable in damages to anyone submitting any plans or request for approval, or to any Grantee affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Grantee who submits any plans or request to the Developer for approval agrees, by submission thereof and every Grantee agrees, by acquiring title thereto, that no Grantee will bring any action or suit to recover any such damages.

~~11. An outside electric eye pole light must be installed by Grantee on each lot prior to the completion of the dwelling and must be maintained thereafter. The pole light must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night switch or a photocell; and it must have at least a sixty (60) watt bulb.~~

~~12. Each lot owner agrees to deposit and receive U.S. Mail only in the U.S. Mail Depository Box or Boxes or other location designated by Developer.~~

13. No fences shall be permitted unless approved by Developer. The procedure for approval of the design and location of a fence shall be in accordance with Paragraph 6 above.

14. Developer shall have the express power and the right to enjoin the construction of any structure or other improvement and the removal of any tress and to order the removal of any structure or improvement on any lot where approval for the said construction, tree removal, other improvement, or landscaping shall not have been obtained in strict compliance with the provisions of Paragraph 6, and to take such other remedies as are available to Developer in law or equity.

15. ~~Each Grantee shall refrain from interference with~~ natural drainage courses and swales along any roadway.

16. At no time shall any lot be stripped of its top soil, except to the extent necessary for approved construction, nor be stripped of its trees except to the extent approved by Developer pursuant to Paragraph 6 hereof, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed, or dumped upon it.

17. From the time of purchase, Grantee shall be responsible for weed control and shall allow no unsightly growth to occur and shall comply with the ordinances of Patton Township. Developer and Developer's contractors' machinery shall have the right, but no obligation, to enter upon any lot for the purpose of removing trash, mowing, cutting, clearing or pruning the lot of any Grantee who permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of Parcel 10 of Oakwood, a Planned Community. In the event that Developer or his contractor removes trash, mows, cuts, clears or

prunes, then the expense of the same may be recovered from Grantee.

18. All trash, garbage and refuse shall be stored in covered metal or plastic underground receptacles, or otherwise concealed from view by an enclosure or screening approved by Developer.

\* 19. No sign of any kind shall be displayed to the public view on any lot except when the house or lot is for sale or rent; in which case, one sign having an area of not more than five (5) square feet advertising the property for sale or rent may be displayed. The foregoing notwithstanding, Developer may allow signs which exceed the size set forth in this paragraph for (1) advertisement of the subdivision during development, (2) gateway or subdivision name signs, whether temporary or permanent, and (3) signs as may be appropriate for a model home at the location of any model home as described in Paragraph 21, below.

20. Each Grantee must provide for off the street parking with a paved driveway, for at least three (3) vehicles.

21. No lot shall be re-subdivided without the express written approval of Developer.

22. Developer, or Developer's Designee(s), may build and maintain one or more model home(s) in said Parcel 10.

23. Each reference to Developer herein shall refer to Developer, his heirs, designee(s), successors and assigns. Developer shall have the right to grant and convey or assign any

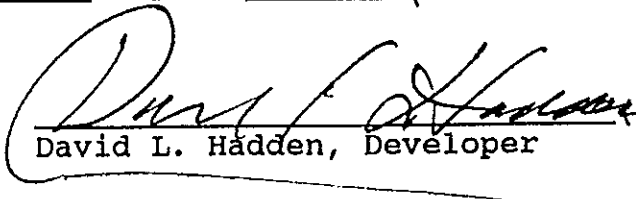
or all of his rights to enforce these restrictive covenants, reservations and easements to another person or persons. Developer may grant and convey or assign some rights, but not others and may grant and convey or assign some rights to one person and other rights to other persons. Upon such conveyance, grant or assignment, such designated person or persons shall have and shall succeed to all rights and duties with the same power as the original Developer. Grantee herein shall refer to the original purchaser of a lot from Developer, and their respective heirs, successors or assigns and successors in interest.

24. Invalidity of any one of these covenants or restrictions by judgment, or court order, shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

25. The covenants and restrictions of this Declaration shall run with and bind the land and each Grantee and each owner of each lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

26. These restrictions and covenants shall remain in full force and effect until December 31, 2011.

IN WITNESS WHEREOF, the Developer caused the execution of these presents this 26<sup>th</sup> day of March, 1996.

 (SEAL)  
David L. Hadden, Developer

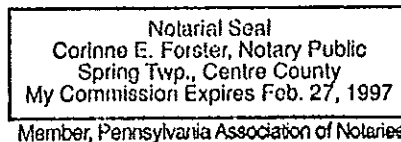


COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CENTRE ) SS:

On this, the 26<sup>th</sup> day of March, 1996, before me,  
the undersigned officer, personally appeared David L. Hadden,  
known to me (or satisfactorily proved) to be the person whose  
name is subscribed to the within instrument, and acknowledged the  
same for the purpose therein contained.

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

Corinne E. Forster  
Notary Public



ENTERED FOR RECORD  
96 APR -3 PM 3:06  
HAZEL HILTERS  
RECORDER OF DEEDS  
CENTRE COUNTY

Recorded in Centre County Recorders Office  
in Rec Book 858 Page 584 This 3 Day of  
APR AD 19 96 Witness my hand & seal of  
Office. Hazel M. Hilters Recorder

4

**NOTE: All references to the  
"Developer" or "David Hadden"  
should be replaced by the "Benjamin  
Drive Homeowner's Association".**

**BYLAWS**

**of**

**BENJAMIN DRIVE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I. NAME AND LOCATION**

1.01. The name of the corporation, referred to in these Bylaws as the "Association," is Benjamin Drive Homeowners Association, Inc. The registered office of the Association shall be located at 814 Southgate Drive, State College, Pennsylvania (16801), but meetings of members and directors may be held at other places within the Commonwealth of Pennsylvania that may be designated by the Board of Directors.

**ARTICLE II. DEFINITIONS**

2.01. "Association" shall mean and refer to Benjamin Drive Homeowners Association, Inc., its successors and assigns.

2.02. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and additions to that property that may be brought within the jurisdiction of the Association.

2.03. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

2.04. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.

2.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

2.06. "Declarant" shall mean and refer to David L. Hadden, his successors and assigns if his successors and assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

2.07. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Recorder of Deeds for the County of Centre, Commonwealth of Pennsylvania on \_\_\_\_\_, 19\_\_\_\_.

2.08. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III. MEETINGS OF MEMBERS

#### Annual Meetings

3.01. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings of the members shall be held on the same day of the same month of each year thereafter, at 4:00 p.m. However, if the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

#### Special Meetings

3.02. Special meetings of the members may be called at any time by the president or by the Board of Directors, or on written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

#### Notice of Meetings

3.03. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least fifteen days before the meeting to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

#### Quorum

3.04. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of

Incorporation, the Declaration, or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

#### Proxies

3.05. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease on conveyance by the member of his, her or its Lot.

#### Voting

3.06. There shall be one (1) vote per lot owned. If the owner of a lot is other than a natural person, the natural person who shall be entitled to cast the vote for such lot shall be the person named in a certificate delivered by the lot owner or owners to the Board of Directors. If the lot owner of a lot is a trust, the trustee or trustees shall be deemed to be the lot owner for voting purposes. Where the ownership of a lot is in more than one (1) person, the natural person who shall be entitled to cast the vote of such lot shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Board of Directors or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such lot shall be the person owning such lot who is present. If more than one of the multiple owners are present, the vote allocated to that lot may be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the vote allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot. Any such certificate shall be valid until revoked by a subsequent certificate similarly executed. Except where execution by owners of a lot in the same manner as a deed is required, wherever the approval or disapproval of a lot owner is required, such approval or disapproval shall be made only by the natural person who would be entitled to cast the vote of such lot at any meeting of the Association.

#### Action Without Meeting

3.07. Any action by the Association required or permitted to be taken at any meeting of members may be taken without a meeting, if lot owners representing at least the required number

of votes which would have been necessary in order to take such action had all lot owners been present at a meeting of the Association, shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the Minutes of the proceedings of the Association.

#### ARTICLE IV. SELECTION AND TERM OF OFFICE OF DIRECTORS

##### Number

4.01. The affairs of this Association shall be managed by a board of three (3) directors, who need not be members of the Association.

##### Term of Office

4.02. The initial directors shall be David L. Hadden, Gary P. Strochein, and Gary G. Wilt, II. At the first annual meeting the members shall elect three (3) directors for a term of three (3) years.

##### Removal

4.03. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

##### Compensation

4.04. No director shall receive compensation for any service he or she may render to the Association; however, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

##### Action Taken Without Meeting

4.05. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

### Nomination

5.01. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of the annual meeting until the close of the next annual meeting, and the appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The nominations may be made from among members or nonmembers.

### Election

5.02. Election to the Board of Directors shall be by secret written ballot. At the election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI. MEETINGS OF DIRECTORS

### Regular Meetings

6.01. Regular meetings of the Board of Directors shall be held monthly without notice, at the place and hour that may be fixed from time to time by resolution of the Board. Should the meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

### Special Meetings

6.02. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director, except in the case of any emergency when lesser notice in accordance with the circumstances may be given.

## Quorum

6.03. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII. POWERS AND DUTIES OF BOARD OF DIRECTORS

### Powers

7.01. The Board of Directors shall have power to:

(1) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests on the Common Area and facilities, and establish penalties for the infraction of the rules and regulations;

(2) Suspend the voting rights and right to use the recreational facilities of a member during any period in which the member shall be in default in the payment of any assessment levied by the Association; these rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(3) Unless otherwise required by law, exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(4) Declare the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(5) Employ a manager, an independent contractor, or other employees as they deem necessary, and prescribe their duties.

### Duties

7.02. It shall be the duty of the Board of Directors to:

(1) Cause to be kept a complete record of all its acts and corporate affairs and present a statement of its acts and corporate affairs to the members at the annual meeting of the members, or at any special meeting when the statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(2) Supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;

(3) As more fully provided in the Declaration:

(a) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(b) Send written notice of each assessment to every Owner subject to assessment at least thirty (30) days in advance of each annual assessment period; and

(c) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the assessments, or both.

(4) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of the payment;

(5) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(7) Cause the Common Area to be maintained.

#### ARTICLE VIII. NOTICE-WAIVERS-MEETINGS

##### Notice, What Constitutes

8.01. Whenever written notice is required to be given to any person under the provisions of the articles, these by-laws, or any law, it may be given to such person, either personally or by



sending a copy thereof by first class mail, postage prepaid, or by telegram, charges prepaid, to his/her address supplied by him or her to the Board of Directors for the purpose of notice. If the notice is sent by mail or by telegraph, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office for transmission to such person. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by law or these by-laws.

#### Adjourned Meeting

8.02. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at any adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

#### Waivers of Notice

8.03. Whenever any written notice is required to be given under the provisions of the articles, these by-laws, or any other law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except as otherwise required by these by-laws, neither the business to be transacted at nor the purpose of a meeting need be specified in the waiver of notice of such meeting.

Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

#### Modification of Proposal Contained in Notice

8.04. Whenever the language of a proposed resolution is included in a written notice of a meeting, the meeting considering the resolution may without further notice adopt it with such clarifying or other amendments as do not enlarge its original purpose.

#### Conference Telephone Meetings

8.05. One or more persons may participate in a meeting of the Board of Directors or of a committee of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation

in a meeting pursuant to this Section shall constitute presence in person at such meeting.

## ARTICLE IX. OFFICERS AND THEIR DUTIES

### Enumeration of Officers

9.01. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and other officers as the Board may from time to time by resolution create.

### Election of Officers

9.02. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

### Term

9.03. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

### Special Appointments

9.04. The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for the period, have the authority, and perform the duties that the Board may, from time to time, determine.

### Resignation and Removal

9.05. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation of an officer shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

### Vacancies

9.06. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill a vacancy shall

serve for the remainder of the term of the officer he or she replaces.

#### Multiple Offices

9.07. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 9.04 of this Article.

#### Duties

9.08. The duties of the officers are as follows:

(1) The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments; and co-sign all checks and promissory notes.

(2) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform all other duties as required by the Board.

(3) The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse the funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members within thirty (30) days of completion.

#### ARTICLE X. COMMITTEES

10.01. The Association may appoint such committees as deemed appropriate in carrying out its purposes.

## ARTICLE XI. BOOKS AND RECORDS

11.01. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, the Bylaws of the Association, and all rules and regulations shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XII. ASSESSMENTS

12.01. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien on the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of the action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of his or her Lot.

## ARTICLE XIII. AMENDMENTS

### Meetings

13.01. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

### Conflicts

13.02. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XIV. MISCELLANEOUS

### Fiscal Year

14.01. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

### Special Assessments for Legal Costs

14.02. In the event of legal action taken by three (3) lot owners or less against the Association as a whole (corporate or otherwise), or against a majority of lot owners, growing out of the ownership, management, control, operation or maintenance of the Common Areas, where such action is finally determined in favor of the Association or majority owners, the Association may, but shall not be required, to assess reasonable legal fees and costs incurred in the defense of such action against the lots owned by the owner(s) instituting such action.

## ARTICLE XV. LIMITATION OF PERSONAL LIABILITY OF DIRECTORS; INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER AUTHORIZED REPRESENTATIVES

### Limitation of Personal Liability of Directors

15.01. A director of the corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

(a) the director has breached or failed to perform the duties of his or her office as defined in Section 15.02 below; and

(b) the breach or failure to perform constitutes self dealing, willful misconduct or recklessness.

The provisions of this Section shall not apply to (a) the responsibility or liability of a director pursuant to any criminal statute; or (b) the liability of a director for the payment of taxes pursuant to local, state or federal law.

### Standard of Care and Justifiable Reliance

15.02. (a) A director of the corporation shall stand in a fiduciary relationship to the corporation, and shall perform his or her duties as a director, including his or her duties as a

member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(i) One or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented;

(ii) Counsel, public accountants or other persons as to matters which the director reasonably believes to be within the professional or expert competence of such person;

(iii) A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

A director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

(b) In discharging the duties of their respective positions, the Board, committees of the board and individual director may, in considering the best interests of the corporation, consider the effects of any action upon employees, upon persons with whom the corporation has business and other relations and upon communities which the offices or other establishments of or related to the corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of Subsection (a) of this Section.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a director or any failure to take any action shall be presumed to be in the best interests of the corporation.

#### Indemnification in Third Party Proceedings

15.03. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action

by or in the right of the corporation) by reason of the fact that he or she is or was a representative of the corporation, or is or was serving at the request of the corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

#### Indemnification in Derivative Action

15.04. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the corporation, or is or was serving at the request of the corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation unless and only to the extent that the Court of Common Pleas of Centre County or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Common Pleas or such other court shall deem proper.

#### Mandatory Indemnification

15.05. Notwithstanding any contrary provision of the articles or these by-laws, to the extent that a representative of

the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in either Section 15.03 or Section 15.04 above, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

#### Determination of Entitlement to Indemnification

15.06. Unless ordered by a court, any indemnification under Section 15.03 or 15.04 above shall be made by the corporation only as authorized in the specific case upon determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such paragraph. Such determination shall be made:

(a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or

(b) if such a quorum is not obtainable, or, even if obtainable, a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

#### Advancing Expenses

15.07. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board in a specific case upon receipt of an undertaking by or on behalf of the representative to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in Sections 15.01 through 15.03 above.

#### Indemnification of Former Representatives

15.08. Each such indemnity may continue as to a person who has ceased to be a representative of the corporation and may inure to the benefit of the heirs, executors and administrators of such person.

#### Insurance

15.09. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership,

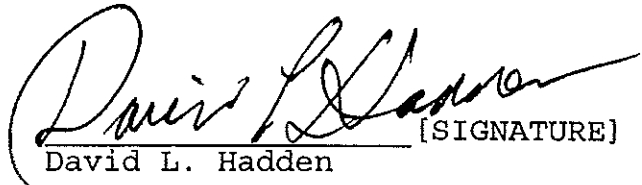


joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any capacity or arising out of such person's status as such, whether or not the corporation would otherwise have the power to indemnify such person against such liability.

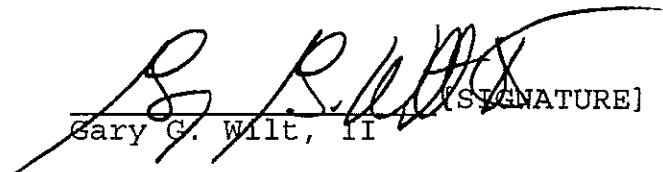
#### Reliance on Provisions

15.10. Each person who shall act as an authorized representative of the corporation shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

We, being all of the directors of the Benjamin Drive Homeowners Association, Inc., sign these Bylaws on the 3rd day of April, 1996.

  
[SIGNATURE]  
David L. Hadden

  
[SIGNATURE]  
Gary P. Strochein

  
[SIGNATURE]  
Gary G. Wilt, II

CERTIFICATION

I, the undersigned, do certify:

THAT I am the duly elected and acting secretary of the Benjamin Drive Homeowners Association, Inc., a Pennsylvania corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors of the Association, held on the 3<sup>rd</sup> day of April, 1996.

IN WITNESS WHEREOF, I subscribe my name on this 3<sup>rd</sup> day of April, 1996.

Secretary

Gary P. Strocchein [SIGNATURE]  
Gary P. Strocchein

(47)  
**RULES AND REGULATIONS  
OF  
BENJAMIN DRIVE  
HOMEOWNERS ASSOCIATION, INC.  
(Parcel 10 of Oakwood, A Planned Community)**

Brl B

The following Rules and Regulations are hereby adopted on April 3, 1996, by the Board of Directors of the Benjamin Drive Homeowners Association, Inc., (also hereinafter at times referred to as the "Executive Board"), and together with such additional Rules and Regulations as may hereafter be adopted by the Executive Board, shall govern the use of all Common Areas and Open Space and the conduct of all lot owners and occupants of all lots with respect to such Common Areas and Open Space. In each instance where approval or other action by the Executive Board is required, authority may be delegated by resolution of the Executive Board to an officer of the Association or other adult who is a resident of Centre County, PA and who is deemed suitable by the Board.

1. Subject to other requirements of record or of law, signs, insignia, lettering, advertising or other displays may not be placed, maintained or permitted on any part of any Common Area or Open Space without the prior written permission of the Executive Board.

2. There shall be no loitering in nor obstruction of any Common Area or Open Space nor shall anything be stored in any such Area or Space, without the prior written consent of the Executive Board.

3. Nothing shall be done or permitted in any Common Area or Open space which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of or increase in the rates of any insurance pertaining to any Common Area or Open Space.

4. No noxious or offensive activity shall be carried on in any Common Area or Open Space which will adversely affect the use of any Common Area or Open Space, nor shall anything be done therein, either willfully or negligently, which may be or become a nuisance to any lot owner or occupant, all as may be reasonably determined by the Executive Board.

5. Marking, painting, drilling into or otherwise damaging or defacing any Common Area or Open Space, in whole or in part, is prohibited.

6. No lot owner or occupant shall permit any animals in any Common Area or Open space or leave or keep any bicycles, vehicles or conveyances therein or thereon.

7. No lot owner or occupant shall throw or place anything in any Common Area or Open Space unless it is designated for that purpose by the Executive Board.

8. The carrying in or out of furniture or other bulky material which is transported over any Common Area or Open Space may be restricted by the Executive Board to hours when the inconvenience caused to other lot owners or occupants will be minimized.

9. Each lot owner is responsible for any and all claims by users, invitees, licensees and members of the general public arising out of any injury while visiting or otherwise within such lot owner's lot, and shall indemnify and defend the Association, the Executive Board, and their officers, directors, members, agents and employees (collectively, the "Indemnitees") against any such claims, including also reasonable attorneys' fees.

10. These Rules and Regulations are not intended to give any lot owner or occupant any rights or claims in the event that the Executive Board does not enforce them against other lot owners or occupants or if the Executive Board does not have the right to enforce them against any other lot owner or occupant, and such non-enforcement will not constitute a waiver as to any lot owner or occupant.

  
Director

  
Director

  
Director