



Condo Association Fees and Additional Fees Ranch-style Condos

- ✦ \$100 Condo Association Fee
 - Prorated at settlement and paid monthly
 - Covers lawn care, snow removal, exterior maintenance, common area maintenance and insurance

- ✦ ³⁰⁰~~\$200~~ One-time only Capitalization Fee
 - Paid at settlement

- ✦ \$750 Initial Water Association Membership Fee
 - One-time only paid at settlement

*Refer Section 8.5
for Resales*

- ✦ \$60 per quarter (minimum) water usage charge
 - Billing begins after settlement

- ✦ \$62.50 per quarter sewer usage to SBWJA
 - Billing begins after settlement



**DECLARATION OF PROTECTIVE COVENANTS
FOR OPEQUON HILL SUBDIVISION AND LAND DEVELOPMENT
TOWNSHIP OF BENNER, COUNTY OF CENTRE**

Declarant, OPEQUON HILL, LLC. a/k/a OPEQUON HILL, INC. hereby declares that the following covenants shall be covenants applicable to the land conveyed to Declarant on May 25, 2004 by a deed recorded in Centre County Record Book 1700, at page 760. These covenants shall be deemed to run with the land and shall survive a certain Declaration of Condominium which may be subsequently recorded.

- A. Residential Use: No residential unit shall be used for any other purpose than as residence for any legal entity or its assigns or successors in interest, a unit family owner, a unit family owner's member, including a member or persons to whom the unit owner shall have leased his unit subject to all the provisions with respect to the use and occupancy and presence on the property applicable to the Unit owner himself. No owner or his successor in interest or assigns may permit or suffer anything to be done or kept upon the property which will obstruct or interfere with the rights of others or annoy them by unreasonable notices or otherwise and no one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the property.
- B. Aesthetics: Each Unit Owner shall maintain his Unit in good condition, order and repair at his expense. No unit may be painted, decorated, or otherwise altered or modified in any way or may any canopy, awning, covering, radio or television antenna, including any satellite receiver, dish or structure, or addition of any kind whatsoever be installed, without the approval of the Declarant or its assigns.
- C. Sanitation: Trash, garbage and other waste shall be kept only in sanitary containers kept within the Unit and shall be disposed of promptly and lawfully.
- D. Uses and Structures: No residential unit or any part of thereof shall be used for any purpose except as set forth herein. No motor vehicles other than those utilized by the unit owner, their tenants, successors or assigns, shall be stored or parked in the parking area or parked on the property. No unit owner shall have any additional motor vehicles on the premises for purposes of maintenance or service or hobby such as tearing down or putting together motor vehicles. There shall be no storing of any old junked or hobby type vehicles on the premises, including trailers, pop-up campers, boats or motor homes. No business or trade of any kind which shall constitute a nuisance, emit any noxious odor, cause offensive or loud activities shall be carried on

- M. Each unit owner shall provide and maintain a mailbox that is approved by the Declarant and the postal service.
- N. Architectural Language for Covenants:
- Chimneys shall be constructed of either brick or block masonry. If concrete block masonry is used, it shall be faced with one of the following materials: brick veneer, stone veneer, or stucco.
 - If any portion of a foundation wall surface is exposed above finished grade more than the minimum required by all applicable state and local codes, it shall be faced with one of the following materials: brick veneer, stone veneer, stucco, or other suitable material approved in advance by the Developer.
 - Acceptable exterior finish materials shall include the following: brick, stone, stucco, cement board siding, vertical siding, high grade horizontal siding and/or shakes. No other materials shall be permitted without advance approval by the Developer.
 - Exterior finish materials shall begin and terminate at perpendicular wall surfaces. (i.e. The front wall surface of a building shall not be permitted to be covered with a brick veneer or stone, or other approved finish if the adjacent walls along either side of the building are covered exclusively with another finish. The front wall surface finish must wrap some height of the entire perimeter of the building or until it encounters a wall surface that is perpendicular to it.)
 - Colors of exterior finish materials shall be selected from a color pallet on file with the Developer.
 - No massive or overly complicated roofs shall be permitted.
 - Post light shall be connected to a photocell and shall remain illuminated from dusk until dawn.
 - All mailboxes shall be of a uniform type as specified by the Developer.
 - The two-story residences shall be a minimum of twenty-two hundred (2,200) square feet of finished living space, exclusive of all porches, unfinished basements, and garage areas. The one-story residences shall be a minimum of seventeen-hundred (1,700) square feet of the said space. All garages shall be able to house a minimum of two vehicles.
 - All walls shall have installed a minimum of two (2) windows with the combined square footage of the glass surface being no less than two thousand (2000) square inches. A minimum window surface shall not be less than six hundred twenty five

Recorder Of Deeds Header Page



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KULAKOWSKI, THOMASZ
OPEQUON HILL LLC
PO BOX 726
LEMONT PA 16851



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RECORDED OF DEEDS

**DECLARATION
OPEQUON HILL CONDOMINIUM****ARTICLE I
SUBMISSION; DEFINED TERMS**

Section 1.1 Declarant; Property; County; Name. OPEQUON HILL, LLC, a Pennsylvania limited partnership ("Declarant"), owner in fee simple of the real estate described in Exhibit "C" attached hereto, located in Benner Township, Centre County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et. seq. (the "Act"), and hereby creates with respect to the Property a flexible condominium, to be known as "Opequon Hill Condominium" (the "Condominium").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses, and the Real Estate is hereby submitted to the Act:

1.2.1 TOGETHER WITH Declaration of Permanent Sanitary Sewer Easement for the Opequon Hill Subdivision/Land Development dated September 21, 2005, and recorded in Centre County Record Book 1876, Page 798.

1.2.2 TOGETHER WITH Declaration of Permanent Stormwater Management Easements and Stormwater Management Easement Maintenance Agreement for Opequon Hill Subdivision/Land Development dated September 21, 2005, and recorded in Centre County Record Book 1876, Page 791.

1.2.3 TOGETHER WITH Waterline Easement Agreement for Opequon Hill Subdivision/Land Development dated May 25, 2005, and recorded in Centre County Record Book 1827, Page 345.

1.2.4 Subject to all matters contained in the Final Subdivision Plan, Opequon Hill Subdivision, dated May 2, 2005, and recorded in Centre County Plat Book 74, Pages 27-33.

1.2.5 Subject to all matters contained in the Final Land Development Plan, Opequon Hill Land Development, Phase 1 – Lot 83, dated November 18, 2005, and recorded in Centre County Plat Book 75, Pages 85-71.

1.2.6 All other utility easements, rights of way and other matters affecting the Property which appear of record.

Section 1.3 Defined Terms.

1.3.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

1.3.2.1 "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Opequon Hill Condominium Association."

1.3.2.2 "Building(s)" means any building(s) included in the Property.

1.3.2.3 "Common Elements" means all portions of the Condominium other than the Units, and include without limitation all of the land, roofs, the supporting structure of the buildings, exterior walls, walls separating Units, portions of plumbing and electrical, which service more than one Unit, streets, sidewalks and landscaped areas.

1.3.2.4 "Condominium" means the Condominium described in Section 1.1 above.

1.3.2.5 "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

1.3.2.6 "Declaration" means this document, as the same may be amended from time to time.

1.3.2.7 "Executive Board" means the Executive Board of the Association.

1.3.2.8 "Limited Common Elements" means the front porches, rear patios, front sidewalks and driveways from the garage to the public street, mailboxes, pole light, outdoor HVAC compressor, and any propane storage tanks which are shown on the Plats and Plans as Limited Common Elements appurtenant to the Unit(s) they serve.

1.3.2.9 "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements which, pursuant to Section 2.3 of this Declaration, are to be assessed against the Units to which such Limited Common Elements are assigned.

1.3.2.10 "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "A" and made a part hereof, as the same may be amended from time to time.

1.3.2.11 "Property" means the Property described in Section 1.1 above.

1.3.2.12 "Unit" means a Unit as described herein and in the Plats and Plans. A unit owner shall be a member of the Condominium/Homeowners' Association

and, upon acquiring title to a unit and paying the membership fee, shall automatically become a member of the Association.

1.3.3 The following terms when used herein shall have the meanings set forth below:

1.3.3.1 "General Common Expenses" means Common Expenses excluding Limited Common Expenses.

1.3.3.2 "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached, as the same may be amended from time to time.

1.3.3.3 "Reserved Common Elements" means portions of the Common Elements which the Executive Board may designate as such from time to time.

ARTICLE II ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT INDEMNIFICATION AND BOUNDARIES: MAINTENANCE RESPONSIBILITIES

Section 2.1 Percentage Interests, Votes and Common Expense Liabilities.

2.1.1 Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, based on the initial amounts that are to be built.

2.1.2 Each Unit shall have a single vote in the Association. Cumulative voting shall not be permitted.

2.1.3 The share of Common Expense Liability appurtenant to each unit shall be in proportion to its Percentage Interest.

Section 2.2 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans (Exhibit "A" attached hereto) and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit, including the attached garage. Each Unit shall also consist of all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in Paragraphs (1) and (3) of Section 3202 of the Act which are appurtenant to the Unit. Each Unit shall include the items within the boundaries as described in Paragraphs (1) and (3) of Section 3202 of the Act and shall have the benefit of the use of all Limited Common Elements described in Section 3202 of the Act, or designated on the Plans, as being allocated to such Unit.

Section 2.3 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. All expenses associated with the maintenance, repair and replacement of the Limited Common Elements other than the sidewalk from the front porch to the driveway and the driveway from the garage to the public street shall be the responsibility of the Unit Owner. All expenses associated with the maintenance, repair and replacement of the Common Elements of the Condominium plus the sidewalk from the front porch to the driveway and the driveway from the garage to the public street shall be the responsibility of the Condominium Association.

ARTICLE III ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Limited Common Elements. The front porches, rear patios, front sidewalks and driveways from the garage to the public street, mailboxes, pole light, outdoor HVAC compressor and propane storage tank which are shown on the Plats and Plans as Limited Common Elements appurtenant to the Unit(s) they serve. Portions of the Common Elements are marked on the Plats and Plans as "Common Elements which may be assigned as Limited Common Elements." Declarant may assign such Common Elements as Limited Common Elements pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Elements shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by Declarant may be to Units owned by Declarant. Upon the election by the Unit Owners of a majority of the members of the Executive Board, the right of initial assignment of each of the aforesaid Limited Common Elements pursuant to this Section 3.1 shall pass from the Declarant to the Executive Board and Declarant shall no longer have the right to exercise any such right.

ARTICLE IV EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act, the following easements are hereby created:

4.1.1 Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place one (1) or more models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Elements at any time up to thirty (30) days after

Declarant ceases to be a Unit Owner.

4.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, read utility meters, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

4.1.3 Declarant's Easement to Correct Drainage and Maintain Common Areas. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.3 expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable. Declarant and Association shall have the right to enter the Common Elements and Limited Common Elements to make repairs, cut grass, maintain landscaping, signage and appurtenants and to plow snow and other items that are necessary to maintain the property.

ARTICLE V AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 5.2 Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII below. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Unit Owners

for their approval, one (1) or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE VI USE RESTRICTIONS

Section 6.1 Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

6.1.1 Units shall be occupied and used solely for residential purposes.

6.1.2 Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Declarant and the Executive Board, subject to the right of the Association to change such Rules and regulations. Copies of the then current Rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto.

6.1.3 No more than twenty-five (25%) percent of the existing units may be leased.

ARTICLE VII MORTGAGES

Section 7.1 Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to the secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee. When such Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such

Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article VII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees.

ARTICLE VIII BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 8.1 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments in advance on the first (1st) day of each month. The Executive Board of the Association reserves the right to invoice assessments on a quarterly basis. Special assessments shall be due and payable in one (1) or more monthly payments, in advance, on the first (1st) day of each month, as determined by the Executive Board. Any assessments not received within five (5) days after the due date will be charged a late fee as established by the Executive Board.

Section 8.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 8.3 Surplus. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses shall be held by the Association as reserves for future Limited Common Expenses.

Section 8.4 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than seventy-five (75%) percent of the members of the Executive Board.

Section 8.5 Water System. At the time of sale of any unit from the Declarant, the new Owner shall pay a membership fee of \$1,000.00. Subsequent transfers of any unit, the new Owner shall pay a membership fee of \$500.00. Original purchasers shall have \$750.00 of this amount paid directly to the Declarant to offset part of the original water system construction with the balance held by the Association for its purposes.

ARTICLE IX RIGHTS OF PERMITTED MORTGAGEES

Section 9.1 Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

9.1.1 Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

9.1.2 Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

9.1.3 Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

9.1.4 Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

9.1.5 Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS) or any part of the Common Elements (the repair of which would cost in excess of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS);

9.1.6 Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

9.1.7 Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

9.1.8 The right to examine the books and records of the Executive Board at any reasonable time; or

9.1.9 Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

EXHIBIT "B"
OPEQUON HILL CONDOMINIUM - PERCENTAGE INTEREST

UNIT NUMBER	PERCENTAGE INTEREST	UNIT NUMBER	PERCENTAGE INTEREST
1A	0.36	15A	0.38
1B	0.36	15B	0.38
2A	0.36	16A	0.38
2B	0.36	16B	0.38
3A	0.36	17A	0.38
3B	0.36	17B	0.38
4A	0.36	18A	0.38
4B	0.36	18B	0.38
5A	0.36	19A	0.38
5B	0.36	19B	0.38
6A	0.36	20A	0.38
6B	0.36	20B	0.38
7A	0.36	21A	0.38
7B	0.36	21B	0.38
8A	0.36	22A	0.36
8B	0.36	22B	0.36
9A	0.36	23A	0.36
9B	0.36	23B	0.36
10A	0.36	24A	0.36
10B	0.36	24B	0.36
11A	0.36	25A	0.36
11B	0.36	25B	0.36
12A	0.36	26A	0.36
12B	0.36	26B	0.36
13A	0.36	27A	0.38
13B	0.36	27B	0.38
14A	0.38	28A	0.38
14B	0.38	28B	0.38

11.1.2 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

11.1.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 11.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member 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:

11.2.1 One (1) or more officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

11.2.2 Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

11.2.3 A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer to the Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 11.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 11.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 11.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the

ARTICLE X DECLARANT'S RIGHTS

Section 10.1 Control.

10.1.1 Opequon Hill Condominium Association ("Association"), acting through its Executive Board, has adopted rules and regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Executive Board. The Executive Board will initially consist of the Declarant (three (3) members) and two (2) Unit Owners appointed by the Declarant. The Declarant will create the Executive Board within sixty (60) days after the first eight (8) dwelling units are sold. The Declarant wants to have a strong working relationship with Unit Owners. In order to accomplish this, the Executive Board will be established and will have quarterly meetings throughout the year as provided for within the condominium documents.

10.1.2 Until the sixtieth (60th) day after conveyance of 42 Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by the Unit Owners other than Declarant.

10.1.3 Not later than sixty (60) days after conveyance of 42 Units to Unit Owners other than Declarant, three (3) (sixty (60%) percent) of the five (5) members of the Executive Board shall be elected by Unit Owners.

10.1.4 Not later than the earlier of (a) seven (7) years after the date of the recording of this Declaration, or (b) one hundred eighty (180) days after 42 of the Units which may be constructed on the Property have been conveyed to Unit Owners, all appointed members of the Executive Board shall resign, and the Unit Owners shall elect replacements to the Executive Board.

ARTICLE XI LIMITATION OF LIABILITY

Section 11.1 Standard of Conduct.

11.1.1 In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person or ordinary prudence would use under similar circumstances.

Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 11.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 11.5 Directors & Officers Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 11.4 above, if and to the extent available at reasonable cost.

IN WITNESS WHEREOF, the said OPEQUON HILL, LLC, has caused its name to be signed to these presents by its general partner on this 23 day of October, 2009.

OPEQUON HILL, LLC

WITNESS:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTRE

Tomasz Kulaowski
Managing Member

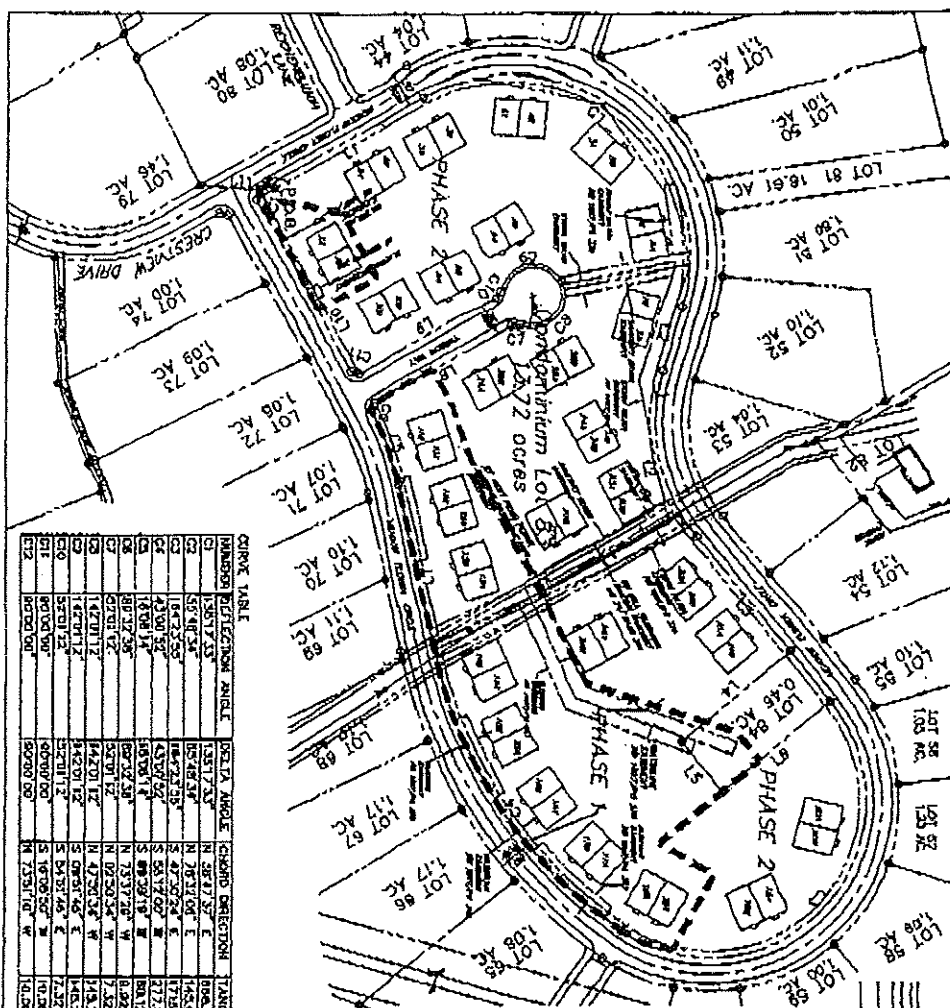
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On this the 23 day of October, 2009, before me, a Notary Public, personally appeared Tomasz Kulaowski, who acknowledged himself to be the Managing Member of OPEQUON HILL, LLC and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signed the name of the Limited Liability Company by himself as the Managing Member.

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

Rebecca M. Pettenger

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rebecca Ann Pettenger, Notary Public
Ferguson Township, Centre County
My commission expires January 25, 2013



10/2/82
(1) Operation Hill Land Development Phase 1 received
November 24, 2002 of Record Book 72, Pages 80-91 in a
part of lot of 831.

23 Common Elements" are "Common Area means and includes all portions
of the condominiums other than units including but not limited to: (a) the
land on which the building is located and those portions of the building as
are not included in any unit; (b) the park (c) landscaping and gardens as
complete of central structures and villas; (d) all elements of sports and recreation
suitable for common use; (e) all other elements of such building necessary
or convenient, architectural, structural maintenance and utility, and generally
the common elements of the building and its appurtenances.

Land Development Plan will does not include
holders of the fee interest in any of either private use within the hill, or
those areas which will be assigned as Limited Common Elements as
hereinafter defined.

Limited Common Elements" or Limited Common Area" means all those
areas designated in this Land Development Plan or by resolution of the
Executive Board as reserved for the use of the unit of owner to the exclusion
of other units. Such right of use may be reserved on an individual
apartment to a particular lot or block, but in all other respects shall be
subject to the same rules and regulations as the other units. Such right of use
of example, a parking lot or storage lot, a trash area, a swimming pool, or
any other area, shall be subject to the same rules and regulations as the other
and no more than the length of the pool. The Unit Owner shall have the
exclusive of maintaining any portion(s) of garden. The planning(s) or other
is subject to regulation by the Unit Owners Association. The decision of the
Unit Owners Association is final and不可推翻.

MAGNET
BEARING
SEPT 2006

EXHIBIT A

HESS & FISHER ENGINEERS, INC.
CONSULTING ENGINEERS, GEOLOGISTS & SURVEYORS
36 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830 814-755-7641

**BYLAWS OF
OPEQUON HILL
CONDOMINIUM ASSOCIATION**

**ARTICLE 1
INTRODUCTORY PROVISIONS**

Applicability

1.01 These Bylaws provide for the governance of the Association pursuant to the requirements of Section 3306 of the Act with respect to the Condominium created by the recording of the Declaration among the land records of Centre County in Deed Book Volume _____ at Page _____.

Definitions

1.02 Capitalized terms used herein without definition shall have the meanings specified for these terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for these terms in the Act.

Compliance

1.03 Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

Office

1.04 The office of the Condominium, the Association, and the Executive Board shall be located on the Property or at such other place as may be designated from time to time by the Executive Board.

**ARTICLE II
THE ASSOCIATION**

Composition

2.01 The Association is hereby organized on this date as _____
[an unincorporated association]. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these Bylaws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in these Bylaws.

Annual Meetings

2.02 The annual meetings of the Association shall be held on the first Tuesday of June of each year unless this date occurs on a holiday, in which event the meeting shall be held on the succeeding Tuesday. At the annual meetings, the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Paragraph 3.03 of these Bylaws (subject to Article XIV of the Declaration) and any other business as may properly come before the meeting may be transacted.

Place of Meetings

2.03 Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

Special Meetings

2.04(a) The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by the Unit Owners entitled to cast at least twenty-five (25%) percent of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within forty-five (45) days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure pursuant to Paragraph 5.08, below, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or petition and in all events prior to the expiration of the thirty (30) day time period referred to in Paragraph 5.08 of these Bylaws. No business shall be transacted at a special meeting except as stated in the notice.

(b) Within sixty (60) days after conveyance of twenty-five (25) percent of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which two (2) of the five (5) members of the Executive Board designated by the Declarant shall resign (such member to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall then elect a successor member of the Executive Board to act in the place and stead of the member resigning. The successor member shall serve until the annual meeting of the Association following the meeting at which he was elected.

(c) Within sixty (60) days immediately preceding the date by which all Declarant appointed members of the Executive Board must resign pursuant to Paragraph 14.01 of the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall then elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the second annual meeting of the Association following the date of the election of the successor to the member elected pursuant to Subparagraph (b), above, and the successor member receiving the next highest number of votes

shall serve until the first annual meeting of the Association following the date of the election of the successor to the member elected pursuant to Subparagraph (b), above.

(d) Notwithstanding the foregoing, if any meeting required pursuant to Subparagraphs (b) and (c), above, could be held on the date an annual meeting of the Association is scheduled, then this meeting shall be held concurrently with the annual meeting.

Notice of Meetings

2.05 The Secretary shall give to each Unit Owner a notice of each annual or regularly scheduled meeting of the Association at least ten (10) but not more than forty-five (45) days, and of each special meeting of the Unit Owners at least ten (10) but not more than forty-five (45) days, prior to the meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this Paragraph and Paragraph 8.01 of these Bylaws shall be considered service of notice.

Adjournment of Meetings

2.06 If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at the meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original meeting was called.

Voting

2.07 Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration. If the owner of a Unit is a corporation, joint venture, partnership or unincorporated association, the Person who shall be entitled to cast the vote for the Unit shall be the Person named in a Certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the Owner for voting purposes. When the ownership of a Unit is a more than one Person, the Person who shall be entitled to cast the vote of this Unit shall be the Person named in a Certificate executed by all of the owners of the Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of the Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then the vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310(a) of the Act. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to the Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Unit. The certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, whenever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the owners of more than fifty (50%) percent of the aggregate Percentage Interests in the Condominium voting in person or by

proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. Except as set for the paragraph 2.04(b), if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

Proxies

2.08 A vote may be cast in person or by proxy. If a Unit is owned by more than one Person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one (1) year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

Quorum

2.09 Except as set forth below, the presence in person or by proxy of Unit Owners of twenty-five (25%) percent or more of the aggregate Percentage Interests at the commencement of a meeting shall constitute a quorum at all meetings of the Unit Owners Association. If a meeting is adjourned pursuant to Paragraph 2.06, above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast twenty-five (25%) percent of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

Conduct of Meetings

2.10 The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President.

ARTICLE III EXECUTIVE BOARD

Number and Qualification

3.01 The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of five (5) natural persons, all of whom shall be Unit Owners or designees of the Declarant.

Election and Term of Office

3.02(a) At the annual meetings of the Association, subject to the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in paragraph 2.04(b) and (c) and 3.05 hereof) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

(b) Persons qualified to be members of the Executive Board may be nominated for election only as follows:

(1) Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by Unit Owners owning at least ten (10) Units in the aggregate, together with a statement that the person nominated is willing to serve on the Executive Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting; and,

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one person has been nominated by petition.

Removal or Resignation of Members of the Executive Board

3.03 Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant

at any time and from time to time until the required resignation date specified in Paragraph 14.01 of the Declaration.

Vacancies

3.04 Except as set forth in Paragraph 3.03 above with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

Organization Meeting

3.05 The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

Regular Meetings

3.06 Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every three (3) months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Special Meetings

3.07 Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice to each member, given by mail or telegraph. The notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Executive Board.

Waiver of Notice

3.08 Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of

notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Quorum of the Executive Board

3.09 At all meetings of the Executive Board, three (3) of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

Compensation

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

Conduct of Meetings

3.11 The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings.

Action Without Meeting

3.12 Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any written consent shall be filed with the minutes of the proceedings of the Executive Board.

Validity of Contracts with Interested Executive Board Members

3.13 No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm, or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or

transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote or votes of such Executive Board member or members: or

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

Inclusion of Interested Executive Board Members in the Quorum

3.14 Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Paragraph 3.13 hereof.

ARTICLE IV OFFICERS

Designation

4.01 The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one office.

Election of Officers

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

Removal of Officers

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

President

4.04 The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time. President shall cease holding this office at such time as he ceases to be a member of the Executive Board.

Vice President

4.05 The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform any other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President. The Vice President shall cease holding this office at such time as he ceases to be a member of the Executive Board.

Secretary

4.06 The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any Person, or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to Sections 3315(g), 3407(a) and 3407(b) of the Act and Paragraphs 5.09 and 5.11 below.

Treasurer

4.07 The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board or Association in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

Execution of Documents

4.08 All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of TWO THOUSAND and 00/100 (\$2,000.00) DOLLARS shall be executed by any two (2) officers of the Association. All such instruments for expenditures or obligations of TWO THOUSAND and 00/100 (\$2,000.00) DOLLARS or less may be executed by any one (1) officer of the Association.

Compensation of Officers

4.09 No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as an officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties.

ARTICLE V COMMON EXPENSES AND BUDGETS

Fiscal Year

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

Preparation and Approval of Budget

5.02(a) On or before November 15th of each year, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair, and replacement of the Common Elements and those parts of the Units which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Expenses.

(b) On or before the next succeeding 20th day of November, the Executive Board shall make the budget available for inspection at the Association office and within five (5) business days of such adoption shall send to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owners' assessments for General Common Expenses and Limited Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Paragraph 5.08 below.

(c) Within thirty (30) days after the creation of Units on any Convertible Real Estate or on any Additional Real Estate or the expiration or elimination of any right of the Declarant to withdraw Withdrawable Real Estate, the Executive Board shall revise the budget to reflect changes in General Common Expenses and Limited Expenses resulting from such addition, conversion or expiration or termination of rights to withdraw Withdrawable Real Estate and to reflect the proportionate liability of all Units for General Common Expenses and Limited Expenses for the remainder of the fiscal year in which such events occur. The amount of

assessments attributable to each Unit thereafter shall be the amount specified in the adjusted budget, until a new budget shall have been adopted by the Executive Board.

(d) The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with these deadlines shall not be a condition precedent to the effectiveness of any budget.

Assessment and Payment of Common Expenses

5.03(a) The Executive Board shall calculate the monthly assessments for General Common Expenses against each Unit by multiplying (1) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any Limited Expenses and income expected to be received from sources other than Common Expense assessments and the operation of the Limited or Reserved Common Elements to which the Limited Expenses pertain, by (2) the Percentage Interest (expressed in decimal form) allocated to such Unit, and dividing the resultant product by (3) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month, and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable in one or more monthly assessments, as the Executive Board may determine.

Limited Expenses

(b) The Executive Board shall calculate the monthly assessments for Limited Expenses against each Unit obligated to pay Limited Expenses by multiplying (1) the total amount of the estimated funds required for Limited Expenses set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from the operation of the Limited or Reserved Common Elements to which the Limited Expenses pertain other than Limited Expense Assessments by (2) the share of Limited Expenses (expressed in decimal form) allocated to each such Unit, and dividing the resultant product by (3) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage

with regard to Limited Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners obligated to pay Limited Expenses in accordance with their allocable share of Limited Expenses and shall be payable in one or more monthly assessments, as the Executive Board may determine.

Reserves

(c) The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including nonpayment of any Unit Owner's assessments, the Executive Board may at any time levy further assessments for General Common Expense and/or Limited Expense which shall be assessed against the Unit Owners either according to their respective Percentage Interests with regard to General Common Expenses or in accordance with allocable shares of Limited Expenses with regard to Limited Expenses (whichever is appropriate), and shall be payable in one or more monthly assessments as the Executive Board may determine.

Further Assessments

5.04 The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Paragraph 5.03 or otherwise as permitted or required by the Act, the Declaration and these Bylaws by a statement in writing giving the amount and reasons therefor, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment which is due more than ten (10) days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Paragraphs 5.03(a) and (b).

Initial Budget

5.05 At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as is provided in Paragraph 5.03, above.

Effect of Failure to Prepare or Adopt Budget

5.06 The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

Accounts and Audits

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

Budget and Expenditures

5.08 The Association, by a majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board, within thirty (30) days after approval by the Executive Board.

Payment of Common Expenses

5.09 Each Unit Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within ten (10) days following a written request therefor to the Executive Board and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Subject to Section 3315(b)(2) of the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such holder comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

Collection of Assessments

5.10 The Executive Board shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of six (6%) percent of the overdue assessment in addition to interest at the rate of ten (10%) percent per annum or such other rate as may be determined by the Executive Board.

Statement of Common Expenses

5.11 The Executive Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses and Limited Expenses due from each Unit Owner as required by the terms of Section 3315(g) of the Act, or the certificate and documents required by the terms of Section 3407 of the Act. To the extent permitted by the Act, the Executive Board may impose a reasonable charge for the preparation of such statement and/or certificate and the reproduction of these documents in order to cover the cost of the preparation and reproduction.

ARTICLE VI COMPLIANCE AND DEFAULT

Relief

6.01 Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board to the following relief:

Additional Liability

(a) Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

Costs and Attorney's Fees

(b) In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees as may be determined by the court.

No Waiver of Rights

(c) The failure of the Association, the Executive Board, or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board, or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the

Association, the Executive Board, or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations, or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act, or at law or in equity.

Abating and Enjoining Violations by Unit Owners

(d) The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein, or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VII AMENDMENTS

Amendments to Bylaws

7.01 These Bylaws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act; provided, however, that until the date on which all Declarant-appointed Board members voluntarily resign or are required to resign pursuant to the Declaration, Paragraphs 2.04, 3.01, and this Paragraph 7.01 may not be amended without the consent in writing of Declarant. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Approval of Mortgages

7.02 These Bylaws contain provisions concerning various rights and interests of record holders of mortgages on Units. Provisions in these Bylaws are to be construed as covenants for the protection of the holders on which they may rely in making loans secured by mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting the rights,

priorities, remedies or interests of a holder shall be adopted without the prior written consent of the holders who have registered an address with the Secretary.

Amendments to the Declaration

7.03 Any two (2) officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE VIII MISCELLANEOUS

Notices

8.01 All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (a) if to a Unit Owner, at the single address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (b) if to the Association, the Executive Board or at such address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

Captions

8.02 The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Gender

8.03 The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

ADOPTED this ____ day of _____, 200__.

AMENDMENT TO BYLAWS OF THE
OPEQUON HILL CONDOMINIUM ASSOCIATION

THIS AMENDMENT is made this 29 day of NOVEMBER, 2007, by a duly authorized vote of a majority of unit owners and of the Declarant. The Bylaws are amended as follows:

1. The following is added to Article V:

Common Elements/Insurance

5.12 For purposes of these Bylaws, Common Elements shall mean all portions of the Condominium other than the Units, and include without limitation all of the land, roofs, the supporting structure of the buildings, exterior walls, walls separating Units, portions of plumbing and electrical, which service more than one Unit, streets, sidewalks, and landscaped areas.

The Association shall provide, and be responsible for, insurance on the Common Elements. The cost of said insurance shall be an expense of the Condominium Association.

This Amendment is accepted the date first above written.

DECLARANT:

Tomasz Kulakowski
Tomasz Kulakowski
Opequon Hill Condo Association

UNIT OWNERS:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]