

**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

in any unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of other units. No boat, trailer, tent, shack or other such structure shall be located or erected or used on any parts of the property, temporarily or permanently, except for an occasional recreational use, i.e., the erection of a tent for a party or for a service of a buffet.

E. Signs: No signs of any kind shall be displayed to the public view on any of the Unit except those approved by the Declarant.

F. Animals: No animals, of any kind, shall be raised, bred or kept in any residential units on the property. This section does not preclude a Unit owner from keeping one large dog or not more than two smaller animals both only one of which can be over 40 pounds, two dogs, two cats, but in no event including any wild animals, such as snakes, alligators, lizards or like reptiles, lions, tigers, attack trained dogs, elephants or piranha fish. Such wild or vicious animals are prohibited. All animal(s) must be leashed when outside the Unit. The Unit owner must "clean-up" after the animal(s) and no animals may be kept outside of the unit.

G. Nuisances: No obnoxious, offensive or loud activity shall be carried on in any unit, nor shall anything be done thereon or therein which may become an annoyance or nuisance to the other unit owners in the quiet enjoyment of their Unit. The decision as to whether such activity is noxious, offensive or overly loud or which disturbs television or radio reception shall be decided exclusively by the Declarant or its assigns in such manner as it may elect to make such decision. Such decision is final and unappealable.

H. Clothlines: There shall be no outdoor clothlines.

I. Fences: There shall be no fences of any kind, wall, hedge or similar structure erected or maintained anywhere on the property. Any additional fencing for any purpose shall be permitted only by amendment to this Declaration by Declarant.

J. Gardens: A small garden measuring no greater than ten feet by twenty feet shall be permitted at the rear of a unit. No plants, flowers, shrubbery, trees or other items may be planted or installed without the approval of Declarant.

K. Each owner shall refrain from interference with any drainage swales and water courses, and maintain the integrity of the applicable stormwater management facilities.

L. Declarant reserves the right to build and maintain model unit for sale or lease.

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

(625) square inches of the glass surface and the window cannot have any dimensions smaller than 1'-0".

- Shutters placement is subject to the Developer approval.
- All retention wall materials shall be constructed of natural stone.

O. The covenants and restrictions of this Declaration shall run with and bind the land and the owner of each unit, their legal representatives, heirs, successors and assigns and shall remain in full force and effect until May 31, 2006 and shall thereafter continue unless terminated by the Declarant or his assigns.

IN WITNESS WHEREOF, Declarant executes the Foregoing Declaration this day of \_\_\_\_\_, 2005

OPEQUON HILL, LLC  
a/k/a OPEQUON HILL, INC.  
A Pennsylvania Corporation

WITNESS:

By its President:

\_\_\_\_\_  
Tomasz Kulakowski

COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF CENTRE :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2005 before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged him to be the President of Opequon Hill, LLC, a/k/a Opequon Hill, Inc. and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation, by himself as the President.

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

\_\_\_\_\_  
Notary Public

# **BYLAWS OF OPEQUON HILL HOMEOWNERS ASSOCIATION**

## **ARTICLE I. NAME AND LOCATION**

1.01. The name of the corporation, referred to in these Bylaws as the "Association", is Opequon Hill Homeowners Association. The registered office of the Association shall be located at P. O. Box 726, Lemont, Pennsylvania, 16851, 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 Opequon Homeowners Association, 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 Opequon Hill, LLC, its successors and assigns if its successors and assigns should acquire more than one 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 \_\_\_\_\_, \_\_\_\_\_, in Record Book \_\_\_\_\_, at Page \_\_\_\_\_.

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 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. 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 of all the votes of the 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-fourth of the votes 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 or her Lot.



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

### **Number**

4.01. The affairs of this Association shall be managed by a board of five (5) directors, who need not be members of the Association.

### **Term of Office**

4.02. At the first annual meeting, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and one (1) director for a term of one (1) year; at each annual meeting thereafter the members shall elect Directors for three (3) year terms.

### **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 days' notice to each director.

### **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 days for infraction of published rules and regulations;

(3) 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 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 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 days in advance of each annual assessment period;
- (b) Send written notice of each assessment to every Owner subject to assessment at least thirty days in advance of each annual assessment period; and
- (c) Foreclose the lien against any property for which assessments are not paid within thirty days after due date or bring an action at law against the owner personally obligated to pay the assessments.

(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. OFFICERS AND THEIR DUTIES**

### **Enumeration of Officers**

8.01. The officers of this Association shall be a president and vice-president, who shall at all times be members 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**

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

### **Term**

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

### **Special Appointments**

8.04. 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**

8.05. 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**

8.06. 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**

8.07. 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 Paragraph 8.04 of this Article.

### **Duties**

8.08. 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 vice-president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge all other duties as may be required of him or her by the Board.

(3) 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.

(4) 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; and 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 days of completion.

#### **ARTICLE IX. COMMITTEES**

9.01. The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### **ARTICLE X. BOOKS AND RECORDS**

10.01. 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, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE XI. ASSESSMENTS**

11.01. 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 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) 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