



002413

2003 JAN 29 A 11:19

Joseph L. Davis

CENTRE COUNTY RECORDER OF DEEDS

AMENDED DECLARATION OF RESTRICTIONS, COVENANTS,
RESERVATIONS, EASEMENTS, AND HAMPTON HILLS
HOMEOWNERS ASSOCIATION FOR HAMPTON HILLS SUBDIVISION,
BENNER TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA

THESE COVENANTS REPLACE ALL COVENANTS PREVIOUSLY
RECORDED PERTAINING TO THIS PROPERTY.

Hampton Hills Subdivision is a subdivision in Benner Township, Centre County, Pennsylvania, owned by Harold L. Bierly, Louis T. Glantz and Ava D. Glantz, his wife, John A. Nelson and Anna C. Nelson, his wife, and James D. Rogers and Sandra K. Rogers, his wife, hereinafter collectively d/b/a "Orchard Creek Partnership" and referred to as "Developers".

Hampton Hills Subdivision, Final Plan prepared by Penn Terra Engineering was recorded in Centre County Recorder's Office in Plat Book 67 at pages 37-44, and is an 88 lot subdivision comprising home sites, open space lots, roads, utilities and improvements.

Each lot in Hampton Hills Subdivision shall be conveyed UNDER AND SUBJECT to the following conditions, covenants, easements and restrictions which shall be construed as covenants running with the land, which each Grantee by the acceptance of a deed from the Developers, on behalf of themselves, their executors, administrators, heirs and assigns, agree to keep and perform. Developers reserve the right and privilege to redesign or re-plot the plan of Hampton Hills Subdivision at any time hereafter as to any unused portion and to change, relocate or delete any roads or streets as Developers may desire, so long as each lot sold by Developers may desire, so long as each lot sold by Developers is provided with a reasonable vehicular and pedestrian right of way acceptable Centre County and Benner Township.

GENERAL PROVISIONS

1. The premises shall be used for residential purposes only or as "open space" lots. In addition, a garage or car port must be erected as part of the dwelling or separate from the dwelling. Only such other outbuildings or appurtenances, if any, as may be approved by Developers, their successors or assigns may be erected or placed on the premises.

2. No lot shall be re-subdivided into two (2) or more lots without the express written approval of Developers. This provision shall not limit the developers right to re-subdivide or reconfigure any lots and/or streets within the development.

3. No part of any structure shall be erected closer to the front property line nor closer to any side property line than is shown on the latest recorded plan of the Development for such area, EXCEPT that with respect to corner lots, the setbacks shall be whatever are approved by Benner Township.

4. No mobile home, shack, or other temporary structure shall be kept, maintained or allowed on the premises except children's tents, motor homes or campers which are merely stored, nor can any lot be used as a means of access or egress to or from any other real estate except with Developers' express written approval.

5. No animals, poultry or livestock of any kind shall be raised, bred or kept on any lots except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

6. The building and landscaping of any dwelling or garage unit must be completed within one (1) year from the start of construction on that lot, paved driveways must be installed and must be completed within thirty (30) months. Failure to complete these improvements within the prescribed time will result in assessment against the Grantees for liquidated damages in the amount of \$5.00 per day for the time beyond the foregoing time limit is incomplete.

7. No building shall be erected, altered or placed upon the premises or any removal of trees until a complete set of plans and specifications of the same and a site plan shall first have been furnished to Developers Review Committee. The Developers Review Committee shall consist of Louis T. Glantz and John or Anna Nelson, their successors or assigns. All plans must be submitted to the Developers Review Committee at least thirty (30) days prior to construction and construction may begin only after plans have been approved in writing by Developers Review Committee. Grantees further agree that no change shall be made in said approved plans and specifications without the written approval of Developers Review Committee, their successors or assigns, first had and obtained. Minimum finished square footage of living space of all dwelling houses, excluding basements and garages, must be at least one thousand five hundred (1,500) square feet finished area for multi-floor structures and 1,050 square feet for single floor dwellings, subject to Developers' exclusive right to waive such provision as in its judgment is required by special circumstances (such as an attached two car garage) and such waiver decision shall be final.

The following restrictions shall apply:

- a. All site plans shall show the following:

- (1) existing topography
- (2) outline of all proposed structures and finished floor elevations including as well their locations relative to property lines
- (3) all antennas including satellite dishes, radio antennas and any other antennas
- (4) specifications of all buildings including siding materials and colors
- (5) proposed driveways and sidewalks
- (6) clearing lines around structures, drives and walks
- (7) proposed drainage control on each lot
- (8) the scale of the plan is to be 1" = 20' or 1" = 50"
- (9) finished grade contours and "spot" elevations for all graded areas
- (10) fences
- (11) erosion control measures that will be constructed to control water runoff until new ground cover is established which, at a minimum, must satisfy all requirements of the NPDES permit for this development with the property owner to assume sole responsibility for compliance with the NPDES permit including the cost of compliance and all fines and/or attorney's fees which may result from non-compliance.
- (12) Developers, their successors or assigns, shall have the right to disapprove any such plans or specifications, all grading, landscaping, and all tree removal, and it, its successors or assigns shall have the right to require whatever screening it deems suitable. All submissions of plans for construction, proposed grading, landscaping, and tree removals must be in duplicate, one (1) copy of which shall be retained by Developers. After receipt of the plans, specifications and proposals, Developers shall approve or disapprove the same within fifteen (15) days. Developers may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Developers, their successors or assigns, shall deem suitable.

b. The Developers retain the exclusive right to waive the above-listed provisions as in its judgment is required by the circumstances and such waiver decisions shall be final.

8. Water wells. Water wells may not be drilled without prior written approval of the developers.

9. The installation of all electrical, telephone, cable, television and other utility lines shall be underground.

10. All down spouts shall be drained to underground sumps (where noted on plan) and each lot shall be developed in strict compliance with the stormwater management plan and/or NPDES permit for the subdivision which is on file with the Centre County Planning Office and Benner Township Office.

11. Neither Developers, nor their successors or assigns, shall be liable in damages to anyone submitting any plans or request for approval, or to any Grantee or person affected by these covenants by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Grantee or person who submits any plans or request to the Developers, their successors or assigns, for approval agrees by submission thereof and every Grantee or person agrees by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

12. Developers, their successors or assigns, shall have the express power and the right to enjoin the construction of any structure or other improvement and the removal of any trees and to order the removal of any structure of improvement on any lot where approval for the said construction, tree removal or other improvement shall not have been obtained in strict compliance with the provisions these covenants and to take such other remedies as are available to Developers, their successors or assigns, in law or equity with all legal costs, fines and/or costs to be paid by the violator.

13. Grantees shall refrain from interference with natural drainage courses and swales along the roadways.

14. At no time shall any lot be stripped of its topsoil, except to the extent necessary for approved construction, nor be stripped of its trees, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed or dumped upon it, and Developers or their designee and their machinery shall have the right to enter upon any lot for the purpose of removing trash, cutting, clearing or pruning the lot with all costs to be borne by the lot owner, if any Grantee permits the same to become unsightly or if the same detracts from the over-all beauty, setting and safety of the Development.

15. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles, or otherwise concealed from view by an enclosure or screening approved by Developers, their successors or assigns.

16. There is hereby expressly reserved unto Developers, their successors or assigns, all necessary easements and rights of way for the passage of surface and subsurface water drainage, over and under each and every lot and notwithstanding the expiration of covenants after twenty (20) years, this reservation shall be in perpetuity.

17. There is hereby expressly reserved unto Developers, their successors or assigns, all necessary easements and rights of way for installations and maintenance of utilities, streets, walks, municipal improvements and quasi-utilities.

18. The term "Developers" and "Grantees" wherever used herein shall include also their respective heirs, executors, administrators, successors, personal representatives, or assigns, so that the rights, privileges and obligations of these Covenants shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, personal representatives and assigns. The word "Grantee" shall be deemed and taken to mean each and every Grantee be the same, one or more.
19. At the time of transfer of each lot, the Purchaser shall pay a Homeowner's Association Membership fee and Water Association Membership fee as set forth in this document. The payment shall be made to the Hampton Hills Homeowner's Association with a portion credited to Hampton Hills Homeowner's Association and a portion credited to the Water Association as set forth in this document.
20. Contemporaneous with the construction of a dwelling on any lot, the lot owner shall install a yard light in the front lawn of each home with each light to be equipped with a dusk to dawn switch which shall be illuminated during all hours of darkness.
21. Owners of lots shall be required to maintain weed and grass growth within 150 feet of an occupied adjoining dwelling to the lesser of 15 inches or before the vegetation produces seeds.
22. No commercial vehicles over 12,000 pounds empty weight may be parked or stored on site. Owners may park or store recreational vehicles and/or boats on lots provided parking in excess of thirty (30) days shall be in such a manner as to not be directly visible from curb side.
23. Each lot owner on the inside circle of Millgate Road shall be responsible for the installation of a four foot wide concrete sidewalk to be installed in accordance with the Subdivision Plat Plan and in compliance with Benner Township Ordinance. The lots include lot numbers 44 through and including 79.
24. These Covenants shall run with the land and shall remain in effect for a period of twenty (20) years from the last day of December, 2000, but all reservations of easements and rights of way shall be in perpetuity.
25. Developer has deemed it desirable for the efficient preservation of open space and rural vistas to create a homeowner's association with the power of maintaining and administering and enforcing the covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created.
26. The Developer declares that the real property described in Deed recorded in Centre County Record Book 1152 page 1064 and shall be held, transferred, sold, conveyed and occupied

subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

27. The Association shall be solely responsible for upkeep responsibilities relative to the "open space" lots (Lots 1A through 1F). These "open space" lots will be owned collectively by the Association.

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplementary Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Hampton Hills Homeowners Association, its successors and assigns.
- (b) "Lot" shall mean and refer to any plot of land known as Lots 1 through 80 inclusive of Hampton Hills Subdivision intended to be recorded herewith.
- (c) "Members" shall mean and refer to all those Owners who are members of the Association. All Owners as herein defined, upon acquiring title and paying the membership fee, shall automatically become a member of the Association.
- (d) "Open Space" shall mean and refer to areas shown on recorded record plans as open space as defined in Article VI.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Premises" shall mean and refer to each lot and any structure constructed thereon.
- (g) "The Properties" shall mean and refer to all Lots (1 through 80), as well as all public rights-of-way and all easements, as more fully described and shown on an approved plat plan to be recorded in Centre County Plat Book and as may be shown on any revision of the plat plan which becomes a final subdivision plan.
- (h) "Township" shall mean the Township of Benner, Centre County, Pennsylvania.

- (i) "Water Association" shall refer to the Hampton Hills Water Association whose members shall be the same as the members of the Hampton Hills Homeowner's Association. Water Association funds may be kept in the same account as the Homeowner's Association funds but shall be accounted for separately. All members of the Hampton Hills Homeowner's Association shall be members of the Hampton Hills Water Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description of Land. The lands subject to this Declaration known as Hampton Hills Subdivision and situate in the Township of Benner, Centre County, Pennsylvania, is more specifically described in Deed recorded in Centre County Record Book 1152 page 1064 and as shown on a plat plan as recorded in Centre County Recorder's Office.

ARTICLE III

OBLIGATIONS OF OWNERS

Section 1. Required Equipment and Facilities.

- (a) Installation of a remote read-out water meter specified by the Association.
- (b) All of the above construction and improvements shall be under and subject to the prior approval of the Developer.
- (c) No water wells may be drilled without prior written approval of the developer.
- (d) Payment of all Homeowner's Association fees and Water Association fees.

ARTICLE IV

SPECIFIC ASSOCIATION OBLIGATIONS

The Hampton Hills Homeowners Association shall have responsibility for, but not limited to, the following matters:

- (a) Maintenance and restoration of any detention basin, drainage easements or other drainage structures outside the public right-of-ways as shown on the Final Subdivision Plan for Hampton Hills Subdivision, including maintenance of any

pipes and inlet/outlet structures. In addition, the Association shall be solely responsible for maintenance of the area included within the storm water easement lying under and to the north of S.R. 0550 crossing lands of Paul Jones and Nevin and Lisa Guiser.

- (b) Maintenance and restoration of entry designation signs at the intersections with SR 550.
- (c) General maintenance of the Subdivision.
- (d) Enforcement of the Declaration of Restrictions, Covenants and Reservations for Hampton Hills Subdivision.
- (e) Acquisition of appropriate insurance coverage to protect the Association, its stormwater detention basins, and the water system.
- (f) Maintenance of the Hampton Hills water system and continued compliance with any State, Federal and Local regulations. The primary obligation for the payment of these expenses shall be from the Water Association funds; however, all Association funds shall be available, if necessary.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be governed by this agreement and any Bylaws which may be enacted by the Association by majority vote. However, in no event, may the use parameters of the open space be changed. All Owners, upon acquiring title to any Lot shall automatically become a member of the Association and shall be subject to the Declaration and By-Laws of the Hampton Hills Homeowners Association.

Section 2. Voting Rights. Initially there shall be one vote for each lot occupied or unoccupied. Voting rights in the Association shall be as set forth in the said Bylaws as enacted and amended from time to time.

Section 3. Suspension of Membership Rights. Suspension of membership rights shall be as set forth in the said Bylaws as enacted and amended from time to time.

ARTICLE VI
PROPERTY RIGHTS IN THE OPEN SPACE

Section 1. Rights in Open Space. Subject to the provisions of Section 3 of this Article, title and all rights of actual possession of all lots shall be limited to the actual owners of the lot or their invited guests.

Section 2. Title to Open Space. The Developer hereby agrees that, prior to the conveyance of the first Lot of the Subdivision, Developer will file a Preliminary Plan of the Subdivision for all phases and a Final Plan for at least one phase. Title to open space will be transferred along with each individual lot. Title to Open Space will be transferred on a pro-rata basis with each lot conveyed to have a percentage ownership interest in the Open Space equal to a fraction numerator of which will be 1 and the denominator will be the total number lots in the Hampton Hills Subdivision.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association monthly, quarterly, semi-annual or annual assessments as fixed by the Association.

Section 2. Purpose of Assessment. The monthly, quarterly, semi-annual, annual and Special Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, in particular for the improvement and maintenance of properties, services, and facilities diverted to this purpose and the ongoing maintenance and improvement repair or any other costs associated with the water distribution system including wells, pumps, storage tanks, chlorination system and any other system or systems having anything to do with the water system.

Section 3. Homeowner's Association Membership. At the time of sale of any lot, original transfer from the developer, the new owner shall pay a homeowner's association fee of \$200.00. Subsequent transfers of any lot, the new owner shall pay a membership fee of \$200.00. This entire amount shall be paid to the Hampton Hills Homeowner's Association fund.

In addition, each lot owner shall pay an \$100.00 annual assessment. The first \$100.00 shall be due in the year of purchase (prorated pursuant to Section 9, below) with \$100.00 due

annually thereafter. Assessments in each calendar year after the year of purchase shall be due on or before July 1st of each year regardless of the month of the original purchase.

Section 4. Water Association Membership. At the time of the sale of any lot, original transfer from the developer, the new owner shall pay a water association fee of \$750.00. Subsequent transfers of any lot, the new owner shall pay a membership fee of \$350.00. Original purchasers shall have \$375.00 of the original membership fee paid directly to the developer to offset part of the original water system construction costs with the balance held by the Association and used by the Association for its purposes including the purchase of water meters and conducting inspections of water line installations and water meter installations.

Water Association members shall be obligated to pay an assessment for water usage beginning with the first date of construction of any dwelling unit. Water shall be charged at the rate of \$4.00 per 1000 gallons with a minimum charge of \$60.00 per quarter, prorated in the first quarter.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the assessments at a different amount.

Section 5. Developer Exempt. The Developer shall be exempt from the payment of any assessment or charge with respect to any lots owned by the Developer until the Developer rents or occupies a lot with an occupied house thereon in which event Developer shall pay the same as any other owner. The Developer's exemption shall apply to Homeowner's Association Membership fees, Water Association Membership fees, annual Homeowner's Association assessments, and annual and/or quarterly Water Association fees. Despite any provision in this document to the contrary, this exemption may be changed only by unanimous vote of all lot owners.

Section 6. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized by Section 3 and Section 4 of this Article VII, the Association may levy in any assessment year one or more special assessments applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement within the development including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of a majority of those votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Any special assessment made under this paragraph shall be designated and maintained separately as funds for the specified purpose.

The due date of any special assessment under this Section shall be fixed in the resolution authorizing such assessment.

Section 7. Change in Assessments. The Board of Directors of the Association may prospectively increase the maximum of the Assessments from time to time as the same may be deemed necessary by majority vote of the members.

Section 8. Quorum for any Action Authorized Under Section 3 and Section 4. The quorum required for any action authorized by Section 3 and Section 4 of this Article VII shall be as follows:

At the first meeting called, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting.

Section 9. Date of Commencement of Assessments: Due Dates. The Assessments provided for herein shall commence upon the conveyance of the first Lot from the Developer to an Owner. Assessments shall be due and payable annually each year on July 1st. At the closing of each Lot, the Owner shall pay to the Association a prorated amount of the assessment due for the then current fiscal year.

Section 10. Duties of the Board of Directors. In the event of any changes in the Assessments as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 11. Effect of Non-Payment of the Assessment. The Personal Obligation of the Owner. If any assessment is not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall be deemed delinquent and, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall continue as a lien on the Lot which shall bind each Lot of the then Owner, his heirs, devices, personal representatives, successors and assigns. An Owner hereunder hereby authorizes any attorney of any court or record or the Developer or the Association to appear for him or it on his behalf or its behalf and to file a municipal lien or confess judgment for the amount of the said assessment with interest at 1.5% per month and all costs of collection including 20% attorney's fees.

Section 12. Continuance of Lien. In the event Owner shall transfer his Lot while an assessment of any kind remains unpaid, the lien of the assessment shall continue to be a charge on the Lot and shall continue as a lien until paid. The Association shall furnish any prospective purchaser with a certificate upon which all unpaid assessments shall be listed together with interest and costs at any time upon request.

Section 13. Incorporation. At any time, the Association may incorporate. This shall require a vote of 51% of all of the votes of the membership.

Section 14. Dedication. At any time, the Association may dedicate all or part of the Association property, including the water system, to any appropriate local government, local authority or state agency. This shall require a 51% vote of all of the votes of the membership.

ARTICLE VIII ACCESS EASEMENTS

Section 1. Access Easements. The Hampton Hills Homeowners Association and/or their assigns shall maintain the right of ingress, egress and regress along, over and below the Hampton Hills Subdivision ten (10') foot access easement described on Exhibit "A", the Hampton Hills Subdivision twenty (20') foot drainage easement described on Exhibit "B", the Hampton Hills Subdivision thirty-five (35') foot drainage easement described on Exhibit "C", the Hampton Hills Subdivision access utility easement described on Exhibit "D", the Hampton Hills Subdivision twenty (20') foot utility easement described on Exhibit "E", the Hampton Hills Subdivision twenty (20') foot drainage easement described on Exhibit "F", the Hampton Hills Subdivision twenty (20') foot drainage easement described on Exhibit "G", and the Hampton Hills Subdivision sanitary sewer easement described as Exhibit "H". Exhibits "A" through "H" are attached and made a part by this reference.

ARTICLE IX
MISCELLANEOUS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns. However, in no event may the use of parameters of the open space be changed. The foregoing notwithstanding, during a period of time ending with the sale of three-quarters (¾) of the Lots, and whether or not control of the Association has been turned over from the Developer, the Developer may make amendments to this Declaration of Protective covenants, and in the Plat Plans, and which may add additional areas as open space and/or which may create additional obligations upon the Hampton Hills Homeowners Association; provided, such amendments foster the intent of this Declaration of Protective Covenants and so long as they do not create any additional easement upon land owned by the Owner of a Lot other than Developer (unless the Owner of a Lot grants such easement).

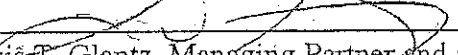
Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce these covenants and restrictions, including the protective covenants referred to in Article VIII, by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder. The failure of the Association or the developer to request or seek enforcement of these covenants and restrictions, or to replace or enforce a lien created by these covenants and restrictions shall in no event be deemed a waiver of the right to do so.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these Declarations to be executed as of the day and year above written.

ORCHARD CREEK PARTNERSHIP

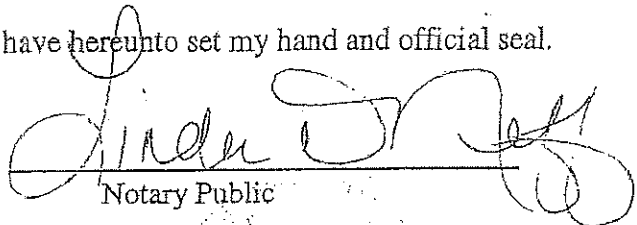
By: 
 Louis T. Glantz, Managing Partner and as
 agent for Louis T. Glantz, Ava D. Glantz,
 John A. Nelson, Anna C. Nelson, Harold
 Bierly, James D. Rogers and Sandra K.
 Rogers

COMMONWEALTH OF PENNSYLVANIA)
) SS
 COUNTY OF CENTRE)

On this, the 24 day of January, 2003, before me a Notary Public, the undersigned officer, personally appeared LOUIS T. GLANTZ, Managing Partner of ORCHARD CREEK PARTNERSHIP, and as agent for Louis T. Glantz, Ava D. Glantz, John A. Nelson, Anna C. Nelson, Harold Bierly, James D. Rogers and Sandra K. Rogers, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

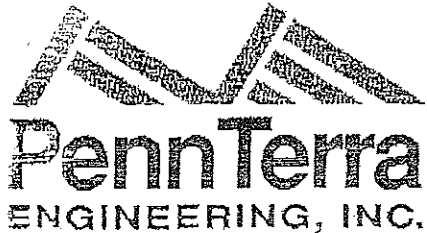
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:


 Notary Public

Notarial Seal
 Linda D. Neff, Notary Public
 College Twp., Centre County
 My Commission Expires Nov. 25, 2004
 Member, Pennsylvania Association of Notaries

last revised 012003



2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

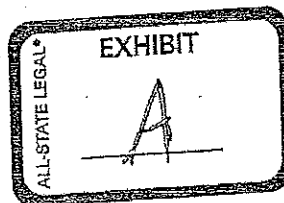
LEGAL DESCRIPTION

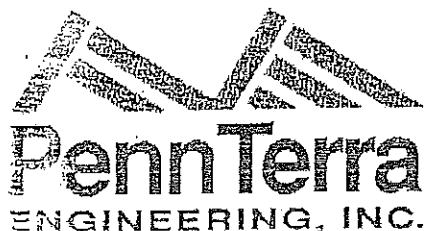
Hampton Hills Subdivision, 10' Access Easement

All that certain tract of land situated in Benner Township, Centre County, PA, being a 10' Access Easement as shown on a Plan entitled, "Hampton Hills Subdivision, Final Plan, Record Plan, and overall Site Geometry Plan", dated July 25, 2000, by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, being an easterly corner of Lot No. 2, and lying in a westerly R/W line of Millgate Road (50' R/W); thence along said R/W, S 22° 33' 31" E, 10.00 feet to a point, lying along said R/W; thence traversing through Lot No. 3, S 67° 26' 29" W, 193.14 feet to a point, lying in a westerly line of said Lot and lying in an easterly line of lands owned now or formerly by Bellefonte Area Joint School Authority (D.B. 260, Pg. 158); thence along said lands, N 22° 33' 31" W, 10.00 feet to an iron pin, lying along said lands and being a southerly corner of Lot No. 2; thence along said Lot, N 67° 26' 29" E, 193.14 feet to an iron pin, being the place of beginning, containing 0.044 acra.

Prepared: 7/25/00
NG/mao
L/hampton10'access





2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

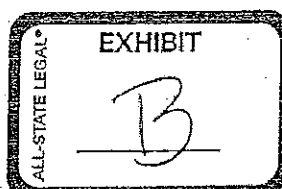
LEGAL DESCRIPTION

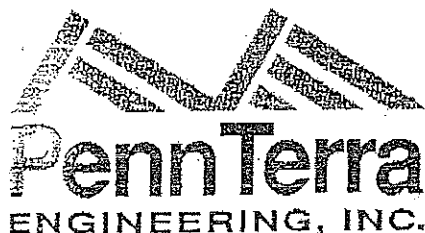
Hampton Hills Subdivision, 20' Drainage Easement

All that certain tract of land situated in Benner Township, Centre County, PA, being a 20' Drainage Easement as shown on a Plan entitled, "Hampton Hills Subdivision, Final Plan, Record Plan, and overall Site Geometry Plan", dated July 25, 2000, by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, being a common corner of Lot Nos. 1 and 2, and lying in a westerly R/W line of Millgate Road (50' R/W); thence along said R/W, along a curve to the right, having a chord bearing of S 29° 05' 58" E, a chord distance of 10.00 feet, a radius of 500.00 feet, and an arc distance of 10.00 feet to a point, lying along said R/W; thence traversing through Lot No. 2, S 60° 19' 53" W, 191.90 feet to a point, lying in a westerly line of said Lot and lying in an easterly line of lands owned now or formerly by Bellefonte Area Joint School Authority (D.B. 260, Pg. 158); thence along said lands, N 22° 33' 31" W, 20.12 feet to a point, lying along said lands and lying in a westerly line of Lot No. 1; thence traversing through Lot No. 1, N 60° 19' 53" E, 189.51 feet to a point, lying in an easterly line of said Lot and lying in a westerly R/W line of Millgate Road (50' R/W); thence along said R/W, S 29° 40' 07" E, 10.00 feet to an iron pin,, being the place of beginning, containing 0.087 acre.

Prepared: 7/25/00
NG/mac
L/hampton20'drainage3





2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

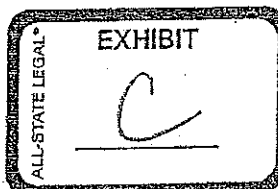
LEGAL DESCRIPTION

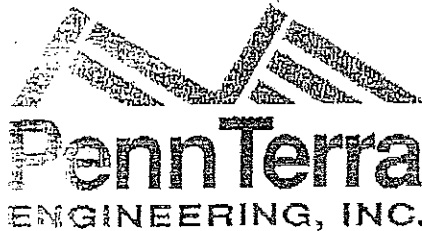
Hampton Hills Subdivision, 35' Drainage Easement

All that certain tract of land situated in Benner Township, Centre County, PA, being a 35' Drainage Easement as shown on a Plan entitled, "Hampton Hills Subdivision, Final Plan, Record Plan, and overall Site Geometry Plan", dated July 25, 2000, by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, being a northerly corner of Lot No. 37, and lying in a southerly line of lands owned now or formerly by Dennis L. & Nancy J. Baldwin (R.R. 1004, Pg. 391); thence along said lands, N 68° 20' 25" E, 22.85 feet to an iron pin, being an easterly corner of said lands and a southerly corner of Lot No. 80; thence along said Lot, N 67° 22' 06" E, 677.16 feet to a point, lying in a southerly line of said Lot and being a westerly corner of Lot No. 1A; thence along Lot No. 1A, S 22° 37' 54" E, 35.00 feet to a point, lying along said Lot; thence traversing through Lot Nos. 30 through 36, S 67° 22' 06" W, 677.45 feet to a point; thence continuing through Lot No. 36, S 68° 20' 25" W, 22.55 feet to a point, lying in an easterly line of Lot No. 37; thence along said Lot, N 22° 37' 54" W, 35.01 feet to an iron pin, being the place of beginning, containing 0.562 acre.

Prepared: 7/25/00
Revised: 12/12/00
NG/mac
L/hampton35'drainage





2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

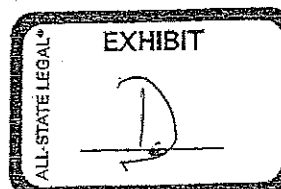
LEGAL DESCRIPTION

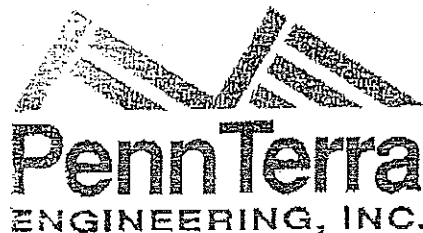
Hampton Hills Subdivision, Access/Utility Easement

All that certain tract of land situated in Benner Township, Centre County, PA, being a 20' Access/Utility Easement as shown on a Plan entitled, "Hampton Hills Subdivision, Final Plan, Record Plan, and overall Site Geometry Plan", dated July 25, 2000, by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, lying in a northerly R/W line of Millgate Road (50' R/W), and being an easterly corner of Lot No. 30; thence along said Lot, N 22° 37' 54" W, 220.55 feet to an iron pin, being a northerly corner of said Lot and lying in a southerly line of Lot No. 80; thence along said Lot, N 67° 22' 06" E, 20.00 feet to an iron pin, being an easterly corner of said Lot and a westerly corner of Lot No. 1A; thence traversing through Lot No. 1A, S 22° 37' 54" E, 218.96 feet to a point, lying in a southerly line of said Lot and lying in a northerly R/W line of Millgate Road (50' R/W); thence along said R/W, S 62° 52' 35" W, 20.06 feet to an iron pin, being the place of beginning, containing 0.101 acre.

Prepared: 7/25/00
Revised: 12/12/00
NG/mac
L/hamptonaccess





2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

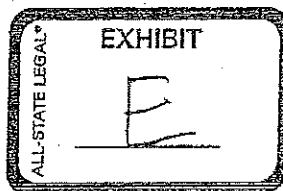
LEGAL DESCRIPTION

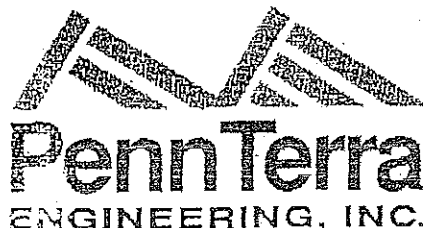
Hampton Hills Subdivision, 20' Utility Easement

All that certain tract of land situated in Benner Township, Centre County, PA, being a 20' Utility Easement as shown on a Plan entitled, "Hampton Hills Subdivision, Final Plan, Record Plan, and overall Site Geometry Plan", dated July 25, 2000, by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, lying in a southerly R/W line of State Route 0550 (50' R/W) and being a westerly corner of Lot No. 1A; thence along said Lot, S 22° 37' 54" E, 250.41 feet to an iron pin; thence continuing along said Lot, S 67° 22' 06" W, 20.00 feet to an iron pin, being a westerly corner of said Lot and a northerly corner of Lot No. 30; thence traversing through Lot No. 80, N 22° 37' 54" W, 251.45 feet to a point, lying in a northerly line of Lot No. 80, and lying in a southerly R/W line of State Route 0550 (50' R/W); thence along said R/W, N 70° 21' 54" E, 20.03 feet to an iron pin, being the place of beginning, containing 0.115 acre.

Prepared: 7/25/00
Revised: 12/12/00
NG/mac
L/hamptonutility





2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

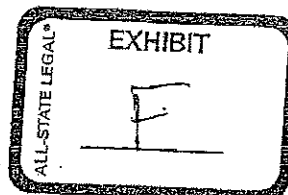
LEGAL DESCRIPTION

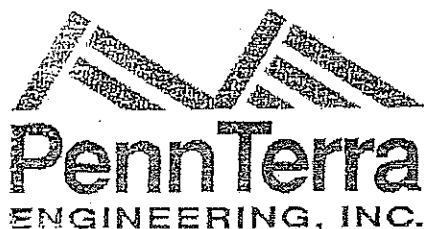
Hampton Hills Subdivision, 20' Drainage Easement

All that certain tract of land situated in Benner Township, Centre County, PA, being a 20' Drainage Easement as shown on a Plan entitled, "Hampton Hills Subdivision, Final Plan, Record Plan, and overall Site Geometry Plan", dated July 25, 2000, by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, being a common corner of Lot Nos. 56 and 57, and lying in a southerly R/W line of Millgate Road (50' R/W); thence along said R/W, along a curve to the left, having a chord bearing of N 72° 34' 36" E, a chord distance of 10.06 feet, a radius of 638.00 feet, and an arc distance of 10.04 feet to a point, lying along said R/W and lying in a northerly line of Lot No. 57; thence traversing through said Lot, S 22° 37' 54" E, 248.43 feet to a point, lying within Lot No. 67; thence traversing through Lot No. 67, Lot No. 10, Lot No. 68 through 70, S 67° 22' 06" W, 410.00 feet to a point, lying in an easterly line of Lot No. 71; thence along Lot No. 71 and Lot No. 52, N 22° 37' 54" W, 20.00 feet to a point, lying in an easterly line of Lot No. 52; thence traversing through Lot Nos. 53 through 56, N 67° 22' 06" E, 390.00 feet to a point; thence continuing through Lot No. 56, N 22° 37' 54" W, 230.41 feet to a point, lying in a northerly line of said Lot and lying in a southerly R/W line of Millgate Road (50' R/W); thence along said R/W, along a curve to the left, having a chord bearing of N 73° 28' 45" E, a chord distance of 10.06 feet, a radius of 638.00 feet, and an arc distance of 10.06 feet to an iron pin, being the place of beginning, containing 0.284 acre.

Prepared: 7/25/00
Revised: 12/12/00
NG/mac
L/hampton20'drainage





2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

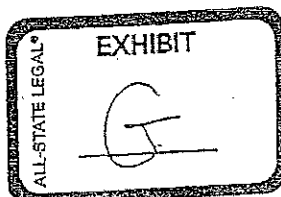
LEGAL DESCRIPTION

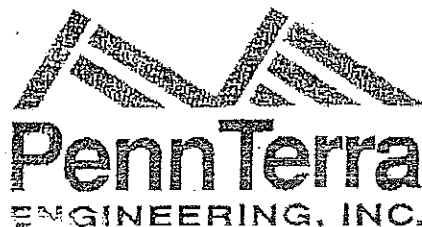
Hampton Hills Subdivision, 20' Drainage Easement

All that certain tract of land situated in Benner Township, Centre County, PA, being a 20' Drainage Easement as shown on a Plan entitled, "Hampton Hills Subdivision, Final Plan, Record Plan, and overall Site Geometry Plan", dated July 25, 2000, by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, being a common corner of Lot Nos. 51 and 52, and lying in a southerly R/W line of Millgate Road (50' R/W); thence along said R/W, N 59° 05' 37" E, 10.11 feet to a point, lying along said R/W and lying in a northerly line of Lot No. 52; thence traversing through Lot Nos. 52 and 71, S 22° 37' 54" E, 275.63 feet to a point, lying within Lot No. 71; thence continuing through Lot Nos. 71 through 77, S 67° 22' 06" W, 610.00 feet to a point, lying in an easterly line of Lot No. 78; thence along Lot Nos. 78, 79 and 45, N 22° 37' 54" E, 20.00 feet to a point, lying in an easterly line of Lot No. 45; thence traversing through Lot Nos. 46 through 51, N 67° 22' 06" E, 590.00 feet to a point; thence continuing through Lot No. 51, N 22° 37' 54" W, 252.72 feet to a point, lying in a northerly line of said Lot and lying in a southerly R/W line of Millgate Road (50' R/W); thence along said R/W, N 59° 05' 37" E, 10.11 feet to an iron pin, being the place of beginning, containing 0.388 acre.

Prepared: 7/25/00
Revised: 12/12/00
NG/mac
L/hampton20'drainage2





2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

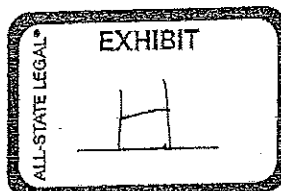
LEGAL DESCRIPTION

Hampton Hills Subdivision, Sanitary Sewer Easement

All that certain tract of land situated in Benner Township, Centre County, PA, being a 20' Sanitary Sewer Easement, as shown on a Plan entitled, "Hampton Hills Subdivision, Sanitary Sewer Design Drawings, Sanitary Sewer Profile" dated July 25, 2000, by PennTerra Engineering, Inc., State College, Pa, being bounded and described as follows:

Beginning at a point, being referenced from an iron pin, being a northerly corner of Lot No. 80, and a westerly corner of Lot No. 1A, and lying in a southerly R/W line of State Route 550 (50' R/W), N 19° 59' 24" W, 49.99 feet; thence along said R/W, S 70° 26' 58" W, 20.00 feet to a point, lying along said R/W; thence N 19° 33' 02" W, 87.75 feet to a point; thence N 70° 26' 58" E, 20.00 feet to a point; thence S 19° 33' 02" E, 87.75 feet to a point, being the place of beginning, containing 0.04 acre.

Prepared: 1/26/01
NG/mac
L/hamptonsewer



Hampton Hills Homeowners Association, Inc.

Bylaws

Approved by Members at General Membership Meeting held December 11, 2007

Bylaws of Hampton Hills Homeowners Association, Inc.
Table of Contents

ARTICLE 1	INTRODUCTORY PROVISIONS
1.01	Name and Status
1.02	Place of Business
1.03	Definitions
1.04	Membership
ARTICLE 2	THE ASSOCIATION
2.01	General Membership Meetings
2.02	Special Membership Meetings
2.03	Meeting Location
2.04	Meeting Notice
2.05	Quorum
2.06	Proxies
2.07	Voting Rights
2.08	Action by Members
2.09	Action Without Meeting
ARTICLE 3	BOARD, ASSOCIATION OFFICERS AND COMMITTEES
3.01	Officers and Qualifications
3.02	Nomination of Officers
3.03	Election of Officers
3.04	Term of Officers
3.05	Removal of an Officer
3.06	Vacancies in Office
3.07	Board Meetings
3.08	Notice of Board Meetings
3.09	Duties of the President
3.10	Duties of the Vice President
3.11	Duties of the Secretary
3.12	Duties of the Treasurer
3.13	Duties of the Trustee
3.14	Execution of Instruments and Approval for Funds
3.15	Committees
ARTICLE 4	RECORDS AND NOTICES
4.01	Records
4.02	Notices
ARTICLE 5	COMMON EXPENSES, ASSESSMENTS AND BUDGET
5.01	Assessments
5.02	Collection of Assessments
5.03	Fiscal Year
5.04	Budget
ARTICLE 6	GENERAL
6.01	No Waiver of Rights
6.02	Amendments to Bylaws
6.03	General Liability Insurance

- 6.04 Directors and Officers (D & O) Insurance
- 6.05 Renter and Landlord Obligations
- 6.06 Violation of Covenants, Bylaws and Rules and Regulations

Bylaws of Hampton Hills Homeowners Association, Inc.

ARTICLE 1 INTRODUCTORY PROVISIONS

1.01 Name and Status

The name of this organization shall be the Hampton Hills Homeowners Association, Inc., (hereinafter HHHA) a non-profit corporation.

1.02 Place of Business

The principal place of business of the Association is in Benner Township, Centre County PA. The mailing address for Hampton Hills Homeowners Association Incorporated is 170 Millgate Road, Bellefonte, PA. 16823.

1.03 Definitions

- a) "Association" shall mean and refer to Hampton Hills Homeowners Association, its successors and assigns.
- b) "Lot" shall mean and refer to any plot of land known as Lots 1 through 79 inclusive of Hampton Hills Subdivision recorded in Centre County Plot Book 67, pages 37 through 44.
- c) "Members" shall mean and refer to all those Owners who are members of the Association. All Owners as herein defined, upon acquiring title and paying the membership fee, shall automatically become a member of the Association.
- d) "Open Space" shall mean and refer to the areas shown on recorded records plans as open space in Centre County Plot Book 67, pages 37 through 44.
- e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- f) "In good standing" shall mean and refer to an owner whose payment of all dues and assessments including the membership fee have been paid in full. This member will then be considered in good standing.

1.04 Membership

Membership in the Hampton Hills Homeowners Association, Inc. is limited to and mandatory for owners of a lot in the Hampton Hills Development. Membership in the Association terminates at the sale of the property.

ARTICLE 2 THE ASSOCIATION

2.01 General Membership Meetings

Meetings of the Association shall be held at least once a year. The annual meeting shall be held on the first Tuesday in October each year unless such date shall occur on a holiday, in which event the meeting

shall be held on the succeeding Monday. The meetings are open to all members of Hampton Hills Homeowners Association, Inc.

At such annual meetings the Board shall be elected in accordance with the procedures stated in Article Three below, the budget and Treasurer's report will be provided and any new business will be discussed and voted on.

2.02 Special Membership Meetings

Special Meetings of the members may be called by the President, by a majority of the Board, or upon written request of the members who hold twenty-five percent (25%) of all votes entitled to be cast. Such special meeting shall be held within forty-five (45) days after receipt by the President of such resolution or petition.

Any requests for a special meeting must state the precise purpose of the meeting.

The notice to members of any special meeting shall state the time and place of such meeting and the items on the agenda, including the general nature of any proposed amendment to the Bylaws.

No business shall be transacted at a special meeting except as stated in the notice.

2.03 Meeting Location

The meetings of the Association shall be held at such suitable place in the Bellefonte area that is reasonably close and convenient to the Development.

2.04 Meeting Notice

The Board shall give written notice for each annual or special meeting of the Association at least 10 days but no more than sixty (60) days in advance of the meeting. Such notice shall be sent United States first class mail to the lot address or at any other mailing address that such member shall have designated in writing to the board.

This notice shall state the time and place of such meeting and the items on the agenda, including, without limitation, any proposed budget or assessment changes, the general nature of any proposed amendment to the Bylaws, and any proposal to remove a board member.

2.05 Quorum

The presence of members who hold, in person or by proxy, fifty percent (50%) of the qualified votes shall constitute a quorum. Once a quorum is reached, members may continue to transact business and vote, notwithstanding the departure of members whose presence (in person or by proxy) was used to establish the quorum, until and unless a member challenges the existence of a quorum.

In the event an advertised meeting does not have a quorum, a second meeting held within 60 days, after notice of at least 10 days, shall permit action with twenty-five percent (25%) of the membership constituting a quorum.

2.06 Proxies

At all meetings of Members, each Member who is entitled to vote may vote in person or by proxy. To be a valid proxy, each proxy shall (a) be signed and dated by a Member, (b) identify the lot, by address, to which the vote is appurtenant, (c) name the person(s) authorized to vote the proxy, and (d) be delivered at the start of the meeting to the Secretary or the officer presiding over the meeting. Every proxy shall be revocable and unless the proxy specifies a shorter period of time, it shall terminate one year after its execution date.

2.07 Voting Rights

A Member is not entitled to vote if the Member is delinquent in payments owed to the Association or has had voting privileges suspended by the Board.

Regardless of whether a lot is owned by one person or by more than one person, each lot is assigned only one (1) vote in all association elections or decisions at general membership or special membership meetings.

In the event that multiple lot owners cannot agree on how the vote for their lot shall be cast, then that vote shall be denied regardless of whether the vote, an objection to the vote, or a contrary vote is exercised in person or by proxy. The contested vote shall not be counted either for or against any motion on the floor.

2.08 Action by Members

The vote of a majority of qualified votes present in person or by proxy at any meeting at which a quorum is present shall be binding upon the Association and all Members thereof.

2.09 Action Without Meeting

Any action which may be taken by a vote of the Members at a meeting may also be taken without a meeting by written consent of Members holding a majority of the qualified votes, provided that the Board first; (a) determines that the matter is appropriate for Member action, (b) approves the form of the ballot or consent to be used, and (c) establishes the method by which the same are to be distributed and returned.

ARTICLE 3
BOARD, ASSOCIATION OFFICERS AND COMMITTEES

3.01 Officers and Qualifications

A Board shall govern the affairs of Hampton Hills Homeowners Association, Inc. The Board shall consist of five officers: President, Vice-President, Secretary, Treasurer and Trustee. Each of whom must primarily reside in the Hampton Hills Development and be a property owner within the said development. No board member shall hold more than one office and must be a member in good standing.

Only one owner from any one household shall serve at the same time on the board. That is, two owners from the same household cannot simultaneously hold any two of positions on the board.

Board membership shall terminate if a Board member ceases to be a lot owner in the Association or ceases to reside in his/her household.

3.02 Nomination of Officers

A notice will be sent to each Member on or before September 1 of each year advising of the offices that are to be voted on and a request for nomination for those offices. Any member in good standing may make nominations and the nomination of such member must also be a member in good standing. Any member may also nominate himself or herself for office. The nominations are to be returned to the Board no later than September 30. A Ballot will be presented at a meeting in October to the Members for the election of officers.

3.03 Election of Officers

If more than one member has been nominated for any position, the election to the board shall consist of the person receiving the largest number of votes. If during the election there are an equal number of votes for two members for the same office, the flip of a coin shall decide the winner.

3.04 Term of Officers

The term of each officer shall be two (2) years. The terms shall be staggered, so that on even numbered years the President and Secretary are elected and the odd numbered years the Vice-President, Treasurer and Trustee are elected.

A board member may serve an unlimited number of terms and may succeed himself/herself.

The members of the board shall hold office until the election of their respective successors or of their death, adjudication of incompetence, removal or resignation.

3.05 Removal of an Officer

Any officer who continuously fails to perform the duties of his/her office or is otherwise deemed unacceptable for office may be removed from office by a majority vote of the members.

Any Board member who is delinquent in paying assessments or dues for more than 30 days may be removed from office by a majority vote of Board.

3.06 Vacancies in Office

Presidential vacancy to be filled by the Vice President until such time that a new president is elected at the next meeting, special or regular.

Vacancies in any office other than the president shall be filled by appointment made by the president with the approval of the remaining board members until elections can be held at the next scheduled meeting, regular or special.

3.07 Board Meetings

Regular meetings of the Board may be held at such times and places as shall be determined from time to time by a majority of the members of the Board.

At least one (1) Board meeting shall be held in each quarter of each fiscal year.

Board members may adjourn into executive session to discuss sensitive topics such as member discipline, personnel or litigation matters. Minutes need only to reflect the general nature of the matters discussed in executive session.

3.08 Notice of Board Meetings

No notification to owners of regular Board meetings is required.

3.09 Duties of the President

- a. To preside at all meetings of the Board and of the Members
- b. To appoint committees
- c. To act as representative of the association
- d. To co-sign checks and orders
- e. To appoint an auditor for yearly financial audit with board approval
- f. To see that all resolutions and special orders are put into effect

3.10 Duties of the Vice President

- a. To assume the duties of the president if the president is absent, disabled or is otherwise unable to perform the duties of his/her office
- b. To oversee and coordinate the duties, functions and responsibilities of all committees

3.11 Duties of the Secretary

- a. To record the minutes of the meetings and to maintain them in a legal binder belonging to the association and to be open for inspection and reference of all association members
- b. Collect and maintain correct and current member records
- c. To notify the members of scheduled meetings
- d. To send and receive official correspondence

3.12 Duties of the Treasurer

- a. To have charge of collection and custody of all funds belonging to the association
- b. To require receipts for disbursements and to keep vouchers showing to whom paid and for what purpose
- c. To have banking checks and order co-signed by the president or other officer if the president is unable to do so
- d. To submit accounts and treasury records for an annual audit or more often if deemed necessary
- e. To submit a financial report at each regular meeting or more often if deemed necessary by the Board
- f. To chair the budget committee

3.13 Duties of the Trustee

- a. To act in an advisory capacity to the board
- b. To provide continuity and to assist in the orderly transition of authority from one (1) administration to another.

3.14 Execution of Instruments and Approval for Funds

All agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligations of three thousand dollars (\$3,000) or less shall be executed by any two officers. All such instruments for expenditures or obligations of more than three thousand dollars (\$3,000) shall be executed by any four (4) officers of the Association. Anything over five thousand dollars (\$5,000) must get approval from the Owners of the Association.

3.15 Committees

Only members in good standing shall be eligible to serve on any committee. All committees shall submit a written report at the annual meeting and when desired by officers. Committees will convene for a period of one (1) year after which time a new committee will be appointed. Temporary committees shall cease to function upon completion of their duties and submission of a final report. Committees shall not incur debts unless given the authority to do so by the board of officers. Committees need not observe formal rules of parliamentary procedure.

ARTICLE 4
RECORDS AND NOTICES

4.01 Records

A Member of the Association may inspect the Association's books and records for any proper purpose upon thirty (30) days notice to the Board. The books and records of the Association shall include, without limitation.

- a. The annual budget, books of account and the annual review and/or audit of the same
- b. The minutes from Member meetings
- c. The minutes of Board meetings (excluding minutes of executive sessions)
- d. The current list of the names and addresses of the Members

Copies of the Covenants, Bylaws and Assessment Schedule shall be made available by the board at a reasonable cost.

4.02 Notices

Notices to the Association shall be sent to 170 Millgate Road, Bellefonte, PA. 16823 or such other address the Board shall designate in writing.

Notice to each Member shall be delivered to the most recent address appearing on the records of the Association.

ARTICLE 5
COMMON EXPENSES, ASSESSMENTS AND BUDGET

5.01 Assessments

As more fully explained in the Covenants, each member is obligated to pay the Association annual assessments (i.e. dues), which are secured by a continuing lien upon the property in which the assessment is made. The assessments levied by the Association shall be used exclusively for Association's maintenance and upkeep of common areas, administrative fees, office supplies, etc. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his or her lot.

All assessments must be fixed at a uniform rate for all lots and will be collected on a yearly basis. The rate will be determined by the Board and set forth on an Assessment schedule to be distributed along with the annual budget. Assessments shall be due and payable annually each year on July 1st.

5.02 Collection of Assessments

Any assessment or bill not paid within five (5) days after its due date shall accrue a late charge in the amount of five percent (5%) of the overdue assessment or bill, in addition to interest at the rate of fifteen percent (15%) per annum or such rate as may otherwise be determined by the Board. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his or her lot.

The Board or collection agency at the request of the Board shall take prompt action to collect any assessments or bills for dues or membership fee due from any Owner which remain unpaid for more than ninety (90) days from the date on which payment is due. Only three bills will be mailed to each owner, the original due on July 1st, one past due bill will be mailed roughly 30 days later, and one final past due bill will be mailed roughly 60 days after the original bill was due. The Board will not continuingly mail past due bills to a delinquent Owner.

5.03 Fiscal Year

The fiscal year of the Association shall be July 1 to June 30.

5.04 Budget

The Board shall finalize and adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the costs during the ensuing fiscal year.

Such costs may include:

- a. Insurance premiums
- b. Services
- c. Supplies
- d. Snow removal
- e. Maintenance of common areas
- f. and other expenses

The budget shall include such reasonable amounts for working capital as the Board considers necessary to provide for operating contingencies (such as unanticipated operating expenses).

This budget shall be presented to all Members at the annual General Membership Meeting held in October. Any specific budget item that exceeds five thousand dollars (\$5,000) shall be voted on by the Members of the Association. Otherwise, the budget shall not be voted on.

ARTICLE 6

GENERAL

6.01 No Waiver of Rights

The failure of the Association or the Board to enforce any right, provision, covenant or condition which may be granted by the documents for the Act shall not constitute a waiver or right of the Association or the Board to enforce such right, provision, covenant or condition in the future.

6.02 Amendments to Bylaws

These Bylaws may be amended at any meetings of the Board by a vote of a majority of the entire Board, subject to the approval of the Members by a majority of the qualified votes. The Board may correct typographical or grammatical errors or omissions without approval of the Members. The notice of the meetings at which any Bylaws amendment to be voted upon shall include a fair and accurate description of each proposed amendment or its exact wording.

6.03 General Liability Insurance

The Board shall obtain and maintain comprehensive general liability insurance. The amount of such insurance shall not be less than one million dollars (\$1,000,000) per occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least annually by the Board and may be increased at its discretion.

6.04 Directors and Officers (D & O) Insurance

The Board shall obtain and maintain a comprehensive general liability insurance policy insuring the Board members, the Officers, and the manager or managing agent (at the discretion of the Board), and members of the Board appointed committees for claims arising out of or in connections with the management, operation or maintenance of an property. Such policy shall insure these parties against any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith. The amount of such insurance shall not be less than one million dollars (\$1,000,000) per occurrence.

6.05 Renter and Landlord Obligations

Any homeowner who rents out their property for more than 1 day must notify HHHA before the renter occupies the property. A copy of the lease or letter with names, number of occupants, phone number and rental dates must be provided to HHHA at 170 Millgate Road, Bellefonte, PA 16823. The amount paid for rent need not be included in the lease and therefore can be blacked out. Members are entirely responsible for their occupants. It is the member's sole responsibility to advise all occupants of all Covenants, Bylaws, and any Rules and Regulations. Members are financially responsible to HHHA for any damage to the common areas caused by the actions of their occupants. Members will be notified by HHHA if any Covenants, Bylaws or Rules are being broken and it will be the member's sole responsibility to handle the matter with its occupants.

6.06 Violation of Covenants, Bylaws and Rules and Regulations

Any homeowner who is found to be in violation of HHHA Covenants, Bylaws or Rules and Regulations will be fined five dollars (\$5) per day until the violation is corrected. The member will receive a written notice as to the violation and will be given 14 days from the date of the written notice to correct such violation. No fines will be imposed until the 14 days pass. The same actions for collection of assessments (Article 5.02) will also be used in collection of said fine(s).