

Tullamore Homeowners Association, Inc.

By-Laws

Rules and Regulations

**Declaration of Restrictions
Covenants and Easements**

Reissued September 2010

Tullamore Homeowners Association, Inc.
By-Laws
Rules and Regulations
Declaration of Restrictions and Easements

Introduction

This booklet, published in June 2010, reissues the governance documents for the Tullamore community. It consists of a site plan, the Declaration of Restrictions Covenants and Easements, the Bylaws and the Rules and Regulations. It presents the latest updated version of each document and supersedes a similar booklet distributed in September 2001.

Tullamore consists of 33 residential units located on about 60 acres of land in Chester County, Pennsylvania. It was constructed from 1986 to 1990. The Property Deed was transferred from the Builder's original "Tullamore Associates" to the current resident-governed "Tullamore Homeowners Association" in August 1989. Over 70% of the land and all the residences rest in Pocopson Township; the remaining open land rests in Pennsbury Township. The covenants and use restrictions for the open land are registered with the Property Deed at the Recorder of Deeds office in West Chester, PA. The open land, designated the Common Area, is perpetually reserved and restricted to open space by Conservation Easements granted to Pocopson and Pennsbury Townships.

Each document has its own purpose, priority and requirements. The Declaration was filed by the contractor on August 11, 1986, in accordance with Pennsylvania law and is on file in the Recorder of Deeds office in West Chester, PA. It cannot be changed. It contains information relative to the establishment of Tullamore. The Bylaws were approved by Tullamore Homeowners on July 1, 2009 and can be changed by a two thirds majority vote of Tullamore Homeowners. The Rules and Regulations were approved by the Tullamore Board of Directors on May 13, 2010 and can be modified by Board action.

It is important for all Tullamore Homeowners and residents to be familiar with the material contained in this booklet.

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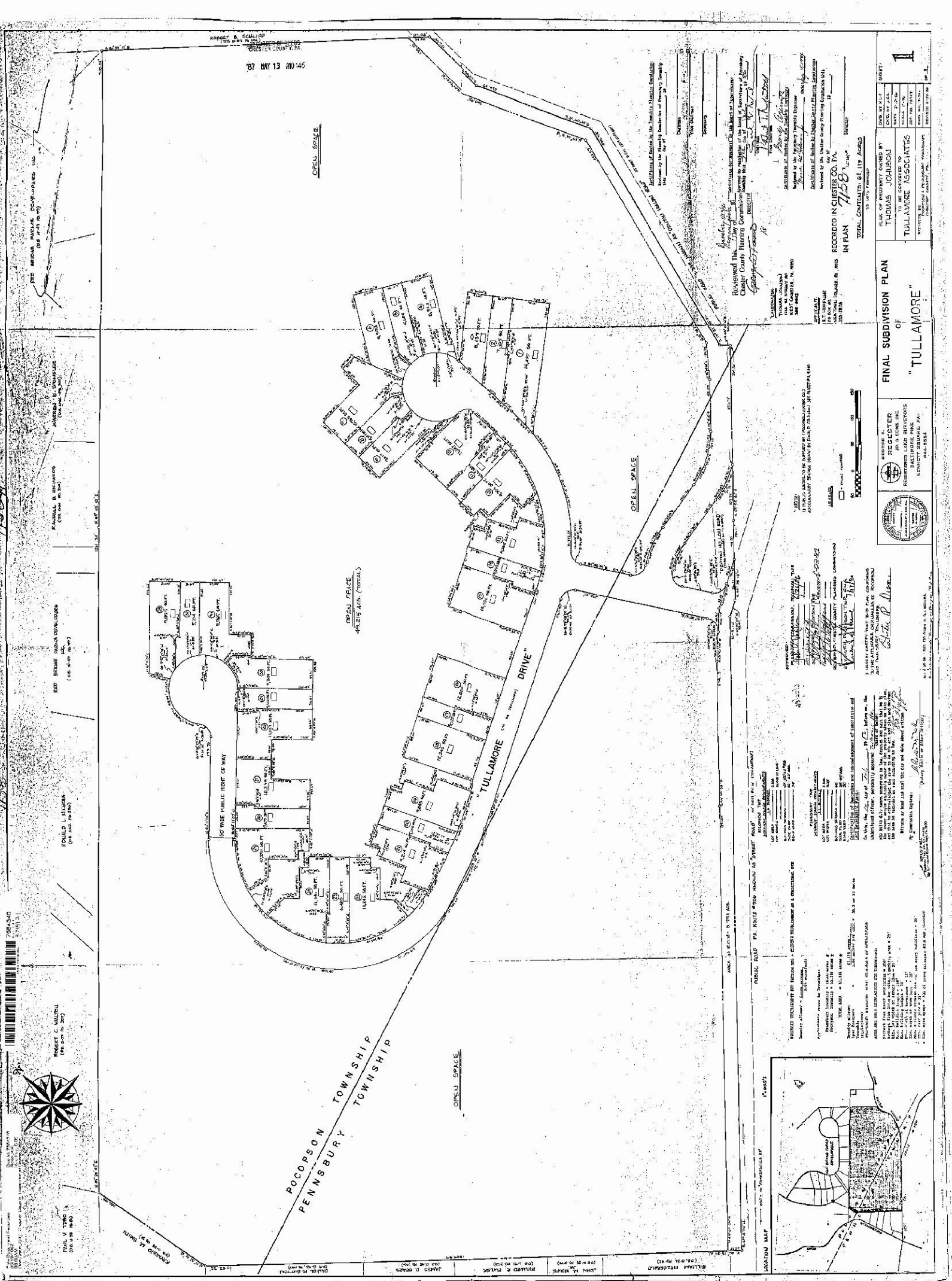
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Tullamore Homeowners Association, Inc.

Final Sub Division Plan

Reissued September 2010



'87 MAY 13 AM-46

OPEN SPACE

OPEN SPACE
49.25 ACES (TOTAL)

OPEN SPACE

OPEN SPACE

OPEN SPACE

REVIEWED THE PLANS FOR CONFORMANCE WITH THE SUBDIVISION ACT AND THE ZONING ORDINANCES OF THE COUNTY OF CHESTER, PENNSYLVANIA. THE PLANS SHOW A TOTAL OF 11 LOTS WITH A TOTAL AREA OF 111.19 ACRES. THE PLANS SHOW A TOTAL OF 11 LOTS WITH A TOTAL AREA OF 111.19 ACRES.

APPROVED BY THE COUNTY ENGINEER OF CHESTER COUNTY, PENNSYLVANIA. THE PLANS SHOW A TOTAL OF 11 LOTS WITH A TOTAL AREA OF 111.19 ACRES. THE PLANS SHOW A TOTAL OF 11 LOTS WITH A TOTAL AREA OF 111.19 ACRES.

DATE	BY	REASON
11/15/87	THOMAS JOHNSON	RECORDED
11/15/87	THOMAS JOHNSON	RECORDED
11/15/87	THOMAS JOHNSON	RECORDED
11/15/87	THOMAS JOHNSON	RECORDED



ROBERT C. GALLAGHER
REGISTERED PROFESSIONAL ENGINEER
NO. 10012
STATE OF PENNSYLVANIA

EDWARD L. NICHOLS
REGISTERED PROFESSIONAL ENGINEER
NO. 10012
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RED BRIDGE ROAD DEVELOPERS, INC.
REGISTERED PROFESSIONAL ENGINEER
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ADRIAN E. STEVENS
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ROBERT C. GALLAGHER
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STATE OF PENNSYLVANIA

FINAL SUBDIVISION PLAN
OF
"TULLAMORE"

REGISTERED BY THE REGISTER OF DEEDS, CHESTER COUNTY, PENNSYLVANIA.

RECORDED IN PLAN 7588 IN 1987

TOTAL CONTENTS: 61.19 ACRES

RECORDS SECTION
REGISTERED BY THE REGISTER OF DEEDS, CHESTER COUNTY, PENNSYLVANIA.

RECORDED IN PLAN 7588 IN 1987

TOTAL CONTENTS: 61.19 ACRES

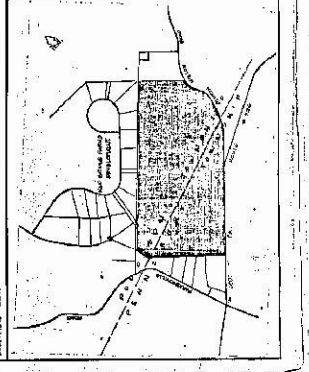
PLANNED DEVELOPMENT FOR SECTION 501 - CRESTLE EMBLEMMENT AS A CONCEPTUAL ONE

PROPERTY OWNER: PUBLIC ROAD PA. ROUTE #230 INHOLDING AS "TULLAMORE DRIVE"

APPROVED BY THE COUNTY ENGINEER OF CHESTER COUNTY, PENNSYLVANIA.

RECORDED IN PLAN 7588 IN 1987

TOTAL CONTENTS: 61.19 ACRES



Tullamore Homeowners Association, Inc.

By-Laws

Reissued September 2010

**BYLAWS
OF
TULLAMORE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

- Section 1** **"Association"** shall mean and refer to Tullamore Homeowners Association, Inc., its successors and assigns.
- Section 2** **"Board"** shall mean the elected Board of Directors of the Association.
- Section 3** **"Common Area"** shall mean all areas of the Property designed for the common use and enjoyment of the Homeowners and not included within the title lines of the portions of the Property conveyed to the Unit Owners.
- Section 4** **"Declaration"** shall mean and refer to the Declaration of Restrictions, Covenants and Easements applicable to the Property recorded in the office of the Recorder of Deeds for the County of Chester, and amendments.
- Section 5** **"Director"** shall mean an elected member of the Board of Directors.
- Section 6** **"Homeowner"** shall mean a person(s) or legal entity reflected as the record owner of a Unit in the public records. When there are multiple owners of a Unit, they are collectively the Homeowner for the purposes of these Bylaws. Homeowner shall not include a lender with a financial interest in the Unit.
- Section 7** **"Member"** shall mean the Homeowner of a specific Unit or the individual designated by the collective Homeowners of a Unit to represent that Unit in Association transactions. There is only one Member of the Association from each unit. Any person who regularly lives in the Unit Owner's household, is at least 21 years of age, and has a relationship with the Unit Owner may be designated as the Member for that Unit. The personal pronoun, "he", will mean "he/she" in the context of these Bylaws.
- Section 8** **"Notification"** shall mean a written notice or other document mailed, postage prepaid, to a Member and addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Board Secretary for the purpose of notice. With a Member's written agreement, such agreement maintained in the Board Secretary's files, a notice may be delivered either in person or by facsimile, electronic mail or other means of electronic transmission.
- Section 9** **"Property"** shall mean and refer to that real property and Units described in the Declaration of Restrictions, Covenants and Easements, and such additions as may hereafter be brought within the jurisdiction of the Association.
- Section 10** **"Registered Notification"** shall mean a written notice or other document sent to a Member by Registered Mail and concurrently by first class mail. Notice shall be deemed delivered if first class mailing is not returned by the U.S. Postal Service, whether or not registered mail is accepted.
- Section 11** **"Unit"** shall mean one of the thirty-three (33) residences and designated property conveyed by Deed and recorded in the office of the Recorder of Deeds for Chester

County. A Unit includes the entire physical building and the adjacent property within the title lines specified in the Deed for that Unit.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

- Section 1** **Membership.** Every owner or collective owners of a Unit which is subject to assessment shall be a member of the Association. Membership in the Association shall be appurtenant to each Unit and may not be separated from ownership of any Unit, which is subject to assessment. Transfer of title to a specific Unit shall automatically transfer membership in the Association without the necessity of the delivery of any document. All multiple Owners of any Unit, including Trust Ownership, shall be joined in one membership.
- Section 2** **Rights of Members.** The rights of the Members, including voting rights and the obligations of such Members, including dues for assessments as hereinafter specifically referred to, shall be all as provided in the Bylaws, the Declaration, and the Uniform Planned Community Act of the State of Pennsylvania.
- Section 3** **Voting Rights.** Each Member shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons are jointly considered the Member for that unit. It is the responsibility of these joint owners to determine the single vote for that unit. The Association takes no part in this determination. In the event multiple votes are recorded for a specific Unit, they shall be void.
- Section 4** **Rights of Tenants.** Tenants leasing a unit are not members of the Association and have no voting rights.

ARTICLE III MEETING OF MEMBERS

- Section 1** **Annual Meeting.** An annual meeting of the Members of the Association shall be held in September or October of each calendar year. The specific date is at the discretion of the Board of Directors.
- Section 2** **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of two-thirds (2/3's) of the Members who are entitled to vote.
- Section 3** **Meeting Notice.** Notice of each meeting of the Members shall be given by, or at the direction of, the Board Secretary or person authorized to call the meeting, at least 15 days before such meeting to each Member entitled to vote. Such notice shall specify the place, day and hour of the meeting, and, in the case of special meeting, the purpose of the meeting.
- Section 4** **Quorum.** The presence at the meeting, either in person or by proxy, of fifty-one percent (51%) of the Members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat 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.

Section 5 **Proxies.** At all meetings of Members, any eligible Member may vote in person or by proxy. All proxies shall be in writing and filed with the Board Secretary. Every proxy shall be revocable at any time by the grantor or upon settlement of the purpose for granting. At the discretion of the Board, voting of Members by absentee ballot may be provided. Absentee ballots do not constitute participation in establishing a meeting quorum.

ARTICLE IV BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1 **Number.** The affairs of this Association shall be managed by a Board of not less than five (5) or more than seven (7) Directors, who must be Members of the Association. There can be no more than one person from a single Unit serving on the Board simultaneously.

Section 2 **Terms of Office.** Each member of the Board of Directors is elected for a term of three years. In the event that the number of Directors is changed as per Section 1, the term duration of new or remaining Directors may be shortened by one or two years to maintain a pattern of staggered term completion and preserve Board continuity.

Section 3 **Removal.** 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 successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1 **Nomination.** Nomination for election to the Board of Directors shall be solicited from each Member entitled to vote. The solicitation shall be written or electronic in keeping with the definition of notification. Individuals wishing to be nominated shall complete the nominating form distributed by the Board of Directors and transmit the completed form or an electronic facsimile to the Board Secretary during the time period provided by the Board.

Section 2 **Election.** Election to the Board of Directors shall be by secret written ballot. At such 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. At the discretion of the Board, voting of Members by absentee ballot may be provided.

ARTICLE VI MEETING OF DIRECTORS

- Section 1** **Regular Meeting.** Regular meetings of the Board of Directors shall be held at least six (6) times during the calendar year, at such place and hour as may be fixed from time to time by resolution of the Board. Advance notice of regular Board meetings shall be distributed to all Members.
- Section 2** **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.
- Section 3** **Quorum.** A majority of the then 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. A member of the Board of Directors may participate in a meeting of the Board of Directors through use of conference telephone, electronic video screen communication, or similar communications equipment, if (i) each participant can communicate with all of the other participants substantially concurrently, (ii) there is a means to verify that each person participating is entitled to participate, and (iii) if a participant votes or takes other action by means of remote communication, a record of the vote or other action is maintained.
- Section 4** **Board Action without Meeting.** Directors may communicate electronically for the purpose of gaining approval for a specific action in lieu of a formal meeting. For an action to be adopted without a meeting, all members of the Board must be contacted electronically and vote in the affirmative. If a Board member has declared he is unavailable to receive and respond to electronic communication, the Board may proceed to electronically communicate with available members but not require a response and affirmative vote from the unavailable Board member. If any Director votes in opposition to the proposed action, a formal meeting must be called and held to discuss and adopt the proposed action. In such case, the quorum rules of Section 3 apply. Actions taken electronically will be reaffirmed at the next regularly scheduled meeting and documented in the official record of that meeting.
- Section 5** **Attendees at Board Meetings.** Members of the Association may attend any Regular meeting of the Board, with at least 24-hour notice to the Board Chair or Secretary.
- (a) Executive Sessions.** The Board from time to time may hold Executive Sessions to discuss items that may contain confidential matters including, but not limited to, individual Homeowner problems, personnel questions and Board organizational considerations. Non-Board members may not attend these Executive Sessions. No formal action shall be taken in Executive Session. Actions resulting from the Executive Session will be taken in public session and documented.
- (b) Non-Member Attendance.** Non-Members of the Association may attend Board meetings only at the invitation of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- Section 1** **Powers.** The Board of Directors shall have power to:
- (a) 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 thereon, and to establish penalties for the infraction thereof,

- (b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations,
- (c) 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,
- (d) Employ a manager, an independent contractor, or such other employee as they may deem necessary, and to prescribe their duties.

Section 2 **Duties.** It shall be the duty of the Board of Directors to:

- (a) Notify all Member of the Board's meeting schedule;
- (b) Maintain a complete record of all its acts and corporate affairs in a form satisfying legal and archival standards and to present a statement thereof to the Members at their annual meeting;
- (c) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (d) As more fully provided in the Declaration, to:
 1. Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
 2. Send a notification of the annual assessment amount to every Homeowner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 3. Foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to the same.
- (e) Cause the Common Area and other Tullamore property to be maintained;
- (f) Any other duty necessary to enforce these Bylaws, the Declaration or the Uniform Planned Community Act of the State of Pennsylvania.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1 **Enumeration of Offices.** 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 such other officers as the Board may from time to time by resolution create.

Section 2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3 **Terms.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4 **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Any special appointment cannot usurp any power of the Board.

Section 5 **Resignation and Removal.** Any officer may be removed from office with or without cause by a majority of the remaining Board members. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall

take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7 **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8 **Duties.** The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

Vice-President

(b) The Vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary will have the overall responsibility of being the communication official and record keeper for the Board. As such, the Secretary shall (1) record the votes and prepare all Board meeting minutes in a way that allows them to be used for historical and legal purposes; (2) serve notice of meetings of the Board and of the Members; (3) deliver a copy of the annual budget to all Members; (4) keep appropriate current records showing the names, addresses, phone numbers and email addresses of all Members; (5) keep a current list of Members who agree to the use of electronic notice transmission; (6) prepare and distribute a Newsletter to Members not less than three times each year summarizing actions taken by the Board and including other information the Board believes is appropriate and (7) perform such other duties as directed by the Board.

Treasurer

(d) The Treasurer shall be responsible for all aspects of the financial management of the Association at the direction of the Board. These responsibilities include (1) establishment of proper operating and reserve accounts with accredited financial institutions; (2) receipt and deposit in appropriate bank accounts all monies of the Association; (3) preparation of an annual budget and a statement of income and expenditures; (4) disbursement of funds as directed by resolution of the Board of Directors; and (5) convene and chair a Finance Committee to monitor the financial holdings of the Association. The Treasurer shall cause (1) the correct issuance of all checks and deposits of the Association; (2) formation of proper books of account; and (3) implementation of the Audit Policy detailed in Article XI, Section 1.c. The Treasurer may seek the assistance of a Property Management Company or other qualified company or individual to carry out these duties under his direction.

ARTICLE IX COMMITTEES

Section 1

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose. Each committee shall be chaired by a member of the Board of Directors. Each committee is charged with maintaining proper membership. Action taken and recommendations to the Board shall be reported at official Board meetings and become part of the Board records for that meeting. Normally, the Board will maintain these standing committees:

- (a) **Architectural Control Committee.** The Architectural Control Committee shall carry out the duties proscribed in the Declaration and Article XV of these Bylaws.

- (b) **Maintenance Committee.** The Maintenance Committee shall (a) regularly monitor the exterior physical condition and structural integrity of the buildings and other facilities for which the Association is responsible and make recommendations to the Board on needed repairs and preventative care; (b) in conjunction with the Property Manager, contract for Board approved repair and upgrades and provide liaison with contractors engaged; (c) recommend guidelines for snow removal from driveways and walkways; (d) in conjunction with the Property Manager, engage and liaison with a snow removal contractor; (e) provide annual forecasts of expected maintenance as input for the Association's operating budget and multiyear maintenance expectations to be used in planning Reserve Account funding; (f) conduct the annual maintenance program within the cost constraints of the Board approved budget and (g) regularly communicate maintenance issues and action to Members.

- (c) **Landscape Committee.** The Landscape Committee shall (a) regularly monitor the physical condition and required maintenance of all Tullamore landscape exclusive of plantings within Unit courtyards and those under Homeowner maintenance agreements per Article XV, Section 4; (b) recommend to the Board, the appropriate lawn care, cutting and trimming of trees and shrubs, preventative treatments to maintain the health of grass, ground cover and plantings, plus removal and/or replacement of specific plantings; (c) in conjunction with the Property Manager, contract for Board approved landscaping maintenance and provide liaison with contractors engaged; (d) develop and recommend to the Board ongoing plans to maintain the landscaping quality of Association property; (e) provide annual forecasts of expected landscaping costs as input for the Association's operating budget and multiyear landscaping expectations to be used in planning Reserve Account funding; (f) conduct the annual landscaping program within the cost constraints of the Board approved budget and (g) regularly communicate landscaping issues and actions to Members.

- (d) **Finance Committee.** The Finance Committee shall monitor the financial holdings of the Association and make recommendations to the Board. The Treasurer shall Chair the committee and seek appropriate membership. Specific duties will be (a) regularly review the equity and cash holdings in the Reserve Account; (b) make recommendations for adequate protection of capital while seeking to provide prudent capital growth to meet the needs of the long range Reserve Plan; (c) recommend the proper asset allocation and selection of funds within the guidelines of the Financial Policy; (e) consider special requests from the Board or Treasurer to maximize the effectiveness of

financial planning and execution.

ARTICLE X BOOKS AND RECORDS

Section 1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member upon request to the Board Secretary. A copy of the Declaration, the Articles of Incorporation and the Bylaws of the Association shall be distributed to any new Homeowner during the transfer of ownership process. Approved revisions of these documents will be distributed to all Members. Additional copies may be purchased at reasonable cost from the Board Secretary.

ARTICLE XI FINANCIAL POLICY AND ASSESSMENTS

Section 1 **Overall Financial Policy.** The Board has the legal responsibility to define and carry out financial policy in accordance with these Bylaws and the Declaration. The Treasurer will administer the actions required to support the Board's decisions.

(a) Annual Budget. An annual budget of expenditures and income for all accounts will be prepared and transmitted to all Homeowners not less than 30 days in advance of the annual assessment period. This will define the annual assessment (Association dues) required from each Homeowner. The status of all accounts, balances and expenditures will be presented at the annual meeting of the Homeowners. A Homeowner can receive a current status report at any time upon request to the Treasurer.

(b) Accounts. Two accounts will be used to conduct the business of the Association:

- 1. Operating Account.** This account will be maintained to carry out the routine maintenance of units and common grounds. Funds may be kept in a checking account to provide current liquidity and a money market account to maximize income on funds not immediately needed. Checks can be written by the Property Management Company in accordance with the approved annual budget.
- 2. Reserve Account.** This account will be maintained to provide for major upgrades, repairs and improvements to buildings, water and septic systems and common areas. A 15-year plan for program needs must be prepared and kept current as the basis for fund accumulation and for maintaining a minimum \$50,000 balance for unexpected events. An appropriate outside authority should review the plan periodically for adequacy and accuracy.
 - (1) Reserve Account Investment Policy.** Funds may be accumulated to carry out the Reserve Account program. A \$50,000 balance shall be invested in interest bearing cash accounts that have short term accessibility without penalty. Principal preservation shall be the investment objective for Reserve Account monies in excess of the minimum emergency balance and expected to be withdrawn for needs within 5 years. Investment vehicles with staggered maturities may be used. Reserve Account monies in excess of 5-year needs may be invested in vehicles offering opportunity for capital appreciation providing the Finance Committee determines the investment risk of those vehicles

is prudent under the guidelines of Title20 PA Consolidated Statutes Section 7203 or its successor and offer sufficient diversification of assets. The Finance Committee shall recommend asset allocation and specific investments for Board authorization.

- (c) **Audit Policy.** The Association's books may be reviewed annually at the Compilation or Review level of detail. An audit should be performed whenever a special event occurs such as a change of Treasurer or Property Manager or whenever the need for an audit is deemed appropriate by the Board or Treasurer. An audit should take place every 5 to 7 years without the occurrence of a special event.
- (d) **Signature Authority.** The Treasurer, President or Property Manager are designated to sign checks on these accounts for items in the approved annual budget. Two signatures are required for expenditures above \$10,000.
- (e) **Borrowing.** Borrowing funds from external sources shall not be done. Annual budgets will be planned and executed which will balance income and expenditures considering unused cash balances in accounts.
- (f) **Additional Needs.** In the event of needs that will exceed anticipated income or if some unforeseen problem presents itself, a Special Assessment should be considered as provided in Section 6(b) of Article XI. Before seeking such Assessment, other alternatives should be explored including, but not limited to (1) prepayment of annual homeowner assessments, or (2) advances or prepayment of funds from individual Homeowners for actions that directly benefit those specific Homeowners.

Section 2 **Bonding of Association's Treasurer.** The Treasurer and any other officers or employees of the Association who handle the funds of the Association shall be bonded in an amount not less than One Hundred Percent (100%) of all funds on hand. The bonding amount shall be determined annually based on the total funds on hand.

Section 3 **Obligation for Assessments and Creation of the Lien.** As more fully provided in the Declaration, each Homeowner of any Unit by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Annual General Assessments or charges, (b) Special Assessments for capital and operating improvements and (c) any other fee deemed an assessment by the Uniform Planned Community Act of the State of Pennsylvania. These assessments are established and collected as hereinafter provided.

All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a continuing lien upon the Unit and land deeded to each Homeowner against which each such assessment is made. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for any unpaid assessments and/or charges without regard to the right of the grantee to recover from the grantor the amounts paid by grantee for such assessments and/or charges. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation(s) of the person who was the Homeowner of such Unit at the time when the assessment fell due. No Owner of Units may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 4 **Method of Assessments.** All assessments shall be levied by the Association against the Units and collected and disbursed by the Association. The Board of Directors shall fix the amount of the assessment as provided hereinafter and set the date or dates such assessment shall come due.

Section 5 **Nature of Assessments**

- (a) **Annual General Assessments.** The Annual General Assessment shall be used exclusively to promote the health, safety and welfare of the Members and, in particular, to improve, maintain, lease and operate the Common Area and facilities, water facilities and sewage facilities, including funding of appropriate reserves for future repair and replacement. By a vote of a majority of the Directors, the Board shall fix the Annual General Assessment in an amount sufficient to meet the obligations imposed by the Declaration at least thirty (30) days in advance of each annual assessment period. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.
- (b) **Other Assessments.**
- 1) **Special Capital Assessment.** The Association may levy a Special Capital Assessment against Units for the purpose of defraying, in whole or in part, the cost of any change, replacement, construction or reconstruction related to unit exteriors, repair or replacement of the sewage collection and disposal system, or other capital improvements including fixtures and personal property related thereto, provided that any such assessment shall be recommended by the Board and have the assent of two-thirds (2/3) of the Members entitled to vote.
 - 2) **Special Operating Assessment.** The Association may levy a Special Operating Assessment against Units in the event an unforeseen operating situation (ex. unusual snowfall or damage from other acts of nature) presents expenditures in excess of anticipated income. The amount of this Special Operating Assessment and the date or dates of assessment payment shall be set by the vote of a majority of the Directors.
 - 3) **Restoration Assessment.** The Association may levy a restoration assessment upon any Unit whose Homeowner fails to maintain such Unit. Restoration assessment shall be determined by the Board and limited to the amount necessary to meet the cost of restoration and the cost of collection thereof.
 - 4) **Non-Compliance Assessment.** The Association may levy a Non-Compliance Assessment against any Homeowner who demonstrates a chronic or deliberate disregard for any of the Rules, Regulations, Restrictions or Covenants adopted by the Association including but not limited to the payment of regular assessments and the matters set forth in this Document. Such Non-Compliance Assessment shall be levied only by majority vote of the Board of Directors. The Homeowner shall be sent a registered written notice of intent to make the levy at least 10 days prior to the levy. The levy shall be set by the Board and be collectible as other assessments provided herein and shall be construed as recompense for the extra time, trouble and expense connected with enforcing rules and regulations against persons who persistently ignore and violate same.

Section 6 Effect of Assessment Non-Payment

- (a) **Delinquent Assessments.** Any Assessment installment not paid within fifteen (15) days after the due date shall be considered delinquent.
- (b) **Delinquency Action**
- 1) The Association shall provide a written notice of each delinquency to the Homeowner whose assessment installment has not been paid.
 - 2) The Association may
 - a. Declare the entire balance of the Assessment due and payable in full
 - b. Charge a late fee in an amount to be set by the Board
 - c. Give registered notice to the Homeowner that in the event payment with accrued charges are not paid within thirty (30) days from the date of such notice, then the Association may secure all legal remedies available

- d. Upon registered notice to the Homeowner, suspend the right of such Homeowner to vote or to use the Common Area until the assessment and accrued charges are paid in full.

Section 7 **Exempt Property.** The following property subject to the Declaration shall be exempted from the assessments, charges and liens created herein: all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; the Common Area; and all properties exempted from taxation by the State or County government upon the terms and to the extent of such legal exemption.

Section 8 **Subordination of Liens to Mortgages.** Liens for assessments in favor of either the Association or municipalities, if any, hereunder shall be subordinate to Purchase Money Mortgages affecting the premises but shall be otherwise entitled to priority in the same manner as is provided for municipal liens in the case of liens in favor of municipalities and as is provided for liens in favor of private creditors in the case of liens in favor of the Association.

ARTICLE XII AMENDMENTS

Section 1 **Amendment.** Members of the Association may amend this document by resolution adopted by at least two-thirds (2/3) of said Members; provided, however, that said Members may not amend or modify either the provisions contained herein requiring the Association to maintain, repair and restore Common Area owned by it, or the provisions establishing the duty of Members to pay assessments to the Association, including the lien against a Member's respective Unit for payment thereof. No amendment may be made which modifies or amends any of the provisions of the Declaration except as provided in the Declaration.

Section 2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII PROPERTY RIGHTS

Section 1 **Owners' Easement of Enjoyment.** Every Homeowner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of an Homeowner for any period during which any assessment against his Unit remains unpaid; and for the period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) the right of the Association to dedicate or transfer all or any part of the common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the Members has been recorded.

Section 2 **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3 **Reservation of Easements.**

(a) The Association reserves unto itself, its successors and assigns, a perpetual and alienable easement and right on, over, through, across and under the property to erect, lay, construct, maintain, repair and use electric wires, cables, conduits, sewer, water and storm facilities and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm water or other public conveyances or utilities on, in or over those portions of each Unit or the Common Area as may be reasonable required for utility purposes.

(b) The easements and rights reserved by the Association expressly include the right to cut any trees, bushes or shrubbery, to make any changes in grading of the soil, excavations, or to take any other similar action as may be reasonably necessary to maintain reasonable standards of health, safety and appearance. The Association reserves the easement right for the sewer, water or storm water facilities, to locate wells, pipes, tanks and related equipment, septic tanks, seepage beds and tile fields, pumps and pumping stations within the Common Area or on or upon any portion of the Property.

Section 4 **Scope of Easement.** The easements and rights created in this Article shall apply to the entire Property, run with the land, and are perpetual, and shall continue in full force and effect unless and until modified or terminated pursuant to the provisions of the Declaration.

ARTICLE XIV INSURANCE

Section 1 **Common Area.** The Association shall maintain, at all times, liability and casualty insurance with respect to the Common Area, water facilities and sewage facilities in a face amount of not less than \$500,000.00, as well as fire and extended coverage insurance with respect to all buildings and improvements situated in the Common Area in an amount equal to the full replacement value thereof.

Section 2 **Insurance on Buildings and Units.** Each Unit Owner shall, at his own expense, maintain at all times, fire, casualty and other damage insurance on his Unit, insuring the Unit for the full replacement value thereof. In the event of any damage or destruction to a Unit by fire or other casualty, the Owner thereof shall have hereby, and by acceptance of ownership of his Unit, consented to the obligation to rebuild and restore said Unit to its condition prior to such damage or destruction, such rebuilding to commence immediately and to be completed at said Owner's sole cost and expense.

Section 3 **Workmen's Compensation.** The Association, as part of its ordinary business expenses, shall keep in effect Workmen's Compensation Insurance and Employer's Liability if required by law.

ARTICLE XV ARCHITECTURAL CONTROL

- Section 1** **Protecting Architectural Integrity.** No additional buildings may be erected by any Homeowner. Any external building modification or change affecting any external building feature, including (but not limited to) contouring of land, plantings, other landscaping, walks, patios, doors, awnings, skylights and placement of heating and air conditioning units, require prior written approval by the Association's Board of Directors. Homeowners are obligated to submit, in writing to the Chair of the Architectural Control Committee, detailed plans and specifications showing the nature, kind, shape, height, materials, color schemes, location and approximate cost of such modifications. Where appropriate, submissions must include a grading and landscaping plan, including topography, drainage, and property contours. All such modifications shall be subject to all applicable State and Township ordinances, resolutions, permitting, and regulation.
- Section 2** **Review Committee.** The Board of Directors shall appoint an Architectural Control Committee to review Homeowners' requests for modifications and improvements and advise the Board on appropriate action. The Maintenance Committee and the Landscape Committee shall each select a representative to serve on the Architectural Control Committee which will be chaired by a Director. Additional persons or Members may be selected by the Committee to serve for terms to be designated at the time of selection. The Committee shall compile building standards and periodically publish modification guidelines. The Committee shall also maintain a Modification Request Form with instructions for submission and a file of all submitted requests with disposition shown. The Modification Request shall detail agreements between the Association and the Homeowner concerning responsibility for the ongoing maintenance of the modification and serve as a permanent record for future referral. In formulating a recommendation, the Committee will seek and consider but not be bound by input from adjacent homeowners and other homeowners who may be affected by the modification.
- Section 3** **Approval.** Action of the Board will be transmitted in writing to the requesting Homeowner. If approval is granted, it will be noted by a signature on the Modification Request Form and any detailed plans submitted for approval. Board approval does not absolve the requesting Homeowner from assuring construction conforms to the approved specifications. Any resulting damage or encroachment to adjacent property must be corrected at the requesting Homeowner's expense. The Board is the final adjudicator of satisfactory installation.
- Section 4** **Ongoing Maintenance Responsibilities.** Board approval of a specific modification plan does not imply acceptance by the Association for ongoing maintenance of the completed modification. The requesting Homeowner(s) and respective heirs, administrators, executors, successors and assigns of each of them assumes responsibility for maintaining requested improvements and modifications unless specifically waived in writing by the Board. Upon sale of a Unit by a Homeowner, this ongoing maintenance responsibility must be disclosed to and accepted by the subsequent Homeowner prior to conclusion of the sales process.
- Section 5** **Disapproval.** The Board shall have the right to disapprove any plans or specifications which are not suitable, in its opinion, for aesthetic or other reasons. In passing upon such plans, harmony with the surroundings and other dwellings will be considered and the effect of such modifications on the outlook from adjacent or neighboring properties. Board action may be appealed by a Homeowner following the process detailed in Article XXII.

- Section 6** **Timely Board Action.** The Board is expected to approve or disapprove modification request submissions within sixty (60) days of delivery of a complete submission of required plans to the Architectural Control Committee Chair. The Appeal Process detailed in Article XXII will be triggered in the event of delayed decisions.
- Section 7** **Applicability.** It is understood that the obligation to submit plans and obtain approval, not only from the appropriate municipal authorities, but also as set forth in this Article, shall apply to actions taken by the Maintenance and Landscaping Committees both as regards building exteriors and Common Area upkeep.
- Section 8** **Enforcement.** The Association shall have the express power, the right, and the responsibility to enforce strict compliance with the provisions of this Article. This includes requiring reversal and restoration of unapproved modifications at the Homeowner's expense.
- Section 9** **Immunity.** Individual members of the Board of Directors or the Architectural Control Committee, or any successor(s) or assign(s) thereto or thereof, shall not be liable in damages to anyone submitting any plans or requests to them for approval, or to any other Owner effected hereby, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to act on any such plans or request. Every Owner who submits any plan or request to the Board of Directors for approval agrees, by submission thereof, and every Owner agrees by acquiring title to any portion of the Property, that he will not bring any such action or suit to recover any such damage.

ARTICLE XVI PARKING

- Section 1** Parking within the Property shall be under the jurisdiction of Pocopson Township or other effected municipal entity. This includes "No Parking" areas on the streets and roadways within the Property.

ARTICLE XVII MAINTENANCE

- Section 1** **Maintenance.** The Association shall be responsible for and shall provide exterior maintenance for the buildings and Units including exterior portions of the party walls as follows: painting, repairs, care and replacement of all exterior building surfaces, including roofs, gutters and downspouts, siding and stone, decks including deck supports, original walks, and original patio enclosures; also cutting and trimming of trees, shrubs, grass and snow removal, except Homeowners shall be responsible for maintenance of windows, glass panels and doors, skylights, doors including garage doors and exterior light fixtures.

The Association shall further be responsible for and shall repair any other portions of the Units and buildings as the Members may determine by a majority vote of Members at a regular annual meeting to have the Association so maintain. The cost of the aforesaid maintenance shall be uniformly allocated to the Homeowners by the Association.

The Association will maintain the portions of the sewage collection and disposal system located outside of the building walls although serving individual Units. Such maintenance shall include all necessary repairs, cleaning or replacement in conformance with the

Chester County Department of Health. Notwithstanding the foregoing, to the extent such repair is required because of the Homeowner's negligent conduct the Association shall assess such Homeowner for the cost of such repair.

Section 2 Interior Unit Maintenance. Any modifications or renovations of Unit interiors are the responsibility of the Homeowner and are subject to all applicable State, County and Township ordinances, resolutions and regulations. Any modifications or renovations that compromise the structural integrity of the Unit or adjoining Units must be repaired and corrected by the Homeowner at the Homeowner's sole expense. The Association bears no liability or maintenance responsibility resulting from said modifications.

Section 3 Maintenance of Party Walls. All Homeowners are responsible for maintaining the integrity of party walls. The cost of maintaining a party wall shall be borne jointly by the Owners of the adjoining Units, except that any Owner, who by negligence or willfulness, causes the destruction of a party wall or exposes same to the elements, shall himself bear the whole cost of repairing the wall or protecting it from the elements.

Section 4 Maintenance of Unit by Association. If any Homeowner fails to maintain the interior of his Unit and such failure shall jeopardize adjoining Units, the Association shall have the right to enter upon the Unit and perform the maintenance. Such maintenance shall be made only after ten (10) days written notice to the Owner, except in the event of emergency. The cost of such maintenance shall be assessed against the Unit upon which such maintenance is performed as a restoration assessment, which shall be controlled by the provision of Article X hereof.

Section 5 Maintenance of the Common Area The Common Area shall be kept and maintained by the Association, including but not limited to lawn care, landscaping, cutting and trimming of trees and shrubs, snow removal from roadways or walkways, if any.

Section 6 Arbitration. Any dispute concerning a party wall, or any other maintenance obligation which is joint or common under this Article, and concerning which the affected Owners cannot agree, shall be submitted to the Board of Directors of the Association, and the decision by a majority of the Board shall be final and conclusive on the question involved.

ARTICLE XVIII PROHIBITED ACTIVITIES

Section 1 Unit Size. No Unit and designated property shall be subdivided, partitioned, or in any other manner reduced in size.

Section 2 Structures. No storage shack, garage, barn, or other outbuilding shall be built at any time, either of a temporary or permanent character. No construction trailers are permitted on the Property.

Section 3 Overhead Wires. No overhead wires, including telephone, electrical, or television cable or otherwise may be constructed on the Property. All portions of such wires not located entirely within the enclosed portion of a structure must be buried beneath the surface of the ground. The provisions of this Section may be waived on specific request of a Homeowner which waiver shall be in writing and signed by the Board of Directors and shall be subject to the prior written approval of the appropriate municipalities.

Section 4 Front Yard. No front yard shall be paved except for sidewalks, driveways and parking areas except as approved by the Board of Directors and the appropriate municipalities.

- Section 5** **Recreational Vehicles.** No boat, boat or utility trailer, motor home, house trailer, motorcycle or truck shall be parked anywhere on the Property except inside a garage. The Board may grant a short term exception for occasional visitors.
- Section 6** **Slope Control.** The existing slope or conformation of any Unit shall not be altered, nor shall any structure or retaining wall be constructed, nor planting or other activity be undertaken which retards, changes or otherwise interferes with the natural flow of surface drainage waters to the actual or threatened injury of any other Unit, or which creates erosion or sliding problems. All slope or conformation work shall be subject to the applicable Ordinances, resolutions and regulations of the appropriate municipalities.
- Section 7** **Cutting of Trees.** No trees shall be cut, nor shall there be any substantial destruction of natural vegetation on the Property without written consent from the Board of Directors.
- Section 8** **Garbage and Refuse Disposal.** No portion of the Property shall be used or maintained as a dumping ground for rubbish. All trash, garbage and refuse shall be stored in strong containers with tight fitting lids, out of view and in a manner that does not create a nuisance for neighbors. The preferred storage area is in the garage. No earlier than the evening prior to the scheduled pickup, trash, garbage and refuse may be moved to the pickup site specified for each respective Unit and must be packaged in accordance with the regulations established by the Association and the collection agency. No burning of trash, garbage or refuse shall be allowed. No materials or waste shall be so stored in such manner that they may be transferred off the Property by natural causes (wind, rain, etc.).
- Section 9** **Nuisances.** No noxious or offensive activity shall be carried on at any Unit, nor shall anything be done there which may be or may become an annoyance or nuisance to the other Units. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Association in such manner as it may elect to make such decision. Nothing shall prevent Members from enforcing Township or other governmental regulations.
- Section 10** **Fences.** Fences of any kind, wall, hedge, or similar structure may be placed, erected, or maintained on the Property only with the permission of the Board of Directors acting on a recommendation of the Architectural Control Committee. The intention of this paragraph is that a generally open and unobstructed condition will be maintained between structures consistent with the provisions for areas of privacy. The Association reserves for itself the right to enjoin violations of this Section and to remove any wall, fence, hedge, or planting erected or planted without compliance with the provisions of this paragraph at the expense of the Homeowner.
- Section 11** **Signs.** No sign of any kind shall be displayed in public view on a Unit except for one sign containing not more than One Hundred Forty-Four (144) square inches specifying the resident of the Unit, and one temporary non-illuminated sign containing not more than six (6) square feet advertising that the Unit is for sale or rent.
- Section 12** **Residential Use.** Units shall be used only as residences.

ARTICLE XIX LEASING

Section 1 **Leasing.** No Owner of any Unit may lease the Unit until he shall first secure the written approval of the Association, which approval shall not be unreasonably withheld and shall be provided within seven (7) days of submission. Any lease shall be for the entire unit and the initial period of the lease shall not be less than one year. Any Owner desiring to lease his Unit shall give the Secretary of the Association at least fifteen (15) days notice of his intention to lease, the name and address of the prospective tenant, the terms and conditions of such proposed lease and such other information and documentation as the Association may reasonable require. All lease agreements between an Owner and a tenant shall be in writing and shall provide that the terms thereof shall be subject in all respects to the Declaration and the Articles of Incorporation and Bylaws of the Association, and that any failure by the tenant to comply with the terms of such document shall constitute a default under the lease. No sub-leasing is permitted.

ARTICLE XX CONDEMNATION

Section 1 **Proceeds of Award.** In the event title to any portion of the Common Area shall be taken or condemned by the exercise of the power of eminent domain, then the award or other monies payable with respect thereto shall be paid to the Owners of the Units and their respective mortgages, as their respective interests may appear.

ARTICLE XXI LIENS AND ENFORCEMENT

Section 1 **Rights of Mortgagee.** Each first mortgagee holding a mortgage on a Unit shall have the following rights:

- (a) to have his name and mailing address and the name and mailing address of his mortgagor recorded in the records of the Association, so that the Board of Directors or its agents can readily communicate with the said mortgagee;
- (b) to receive written notice of any default by the mortgagor in the performance of such mortgagor's obligations under the Declaration and the Bylaws that is not cured within thirty (30) days;
- (c) to examine the books and records of the Association, the Board of Directors and their agents;
- (d) to pay severally, or jointly with other mortgagees taxes or other charges which are in default and which may become or have become a charge against the Common Area, or secure new hazard insurance coverage on the lapse of a policy for such Common Area; any first mortgagees making such payments shall be entitled to immediate reimbursement from the Association; and
- (e) to have priority in the case of distribution to an Owner of insurance proceeds or condemnation awards for damages to or a taking of any or all of the Common Area.

Section 2 **Right of Municipalities to Make Repairs, Perform Maintenance and Audit Association's Books.** In the event that the Association shall at any time fail to maintain the Common Area or any of the facilities or improvements provided thereon pursuant to the Declaration, or shall at any time fail to perform any other obligation of maintenance or repair with respect thereto which is imposed upon it by these Bylaws, the appropriate municipality, in the case of Pocopson Township, in accordance with Section 407(c) of the Zoning Ordinance, by and through its Board of Supervisors, shall have the right but not the duty to inspect and monitor the facilities or improvements, to make such repairs or perform such maintenance in order to preserve the value of the Property and neighboring properties and to promote and protect the public safety and welfare. Except in the event of an emergency endangering life or property, the municipality shall give the Association written notice of its intention to so act. The municipalities shall have the right, on an annual basis, to audit the operating budget of the Association to determine if the operating and reserve funds provided for in ARTICLE XI are adequate.

Section 3 **The Cost of Repair or Maintenance.** The cost of all repair or maintenance performed by the municipality shall be paid by the Association. The municipality shall make written demand upon the Association for payment. The Association shall pay on such demand, either from special or annual assessments, within thirty (30) days from the date of said demand. Any amounts not paid within thirty (30) days from demand, as aforesaid, may be assessed, by the municipality, in total against the Association and pro-ratably against each Unit and shall be, as a result of such assessment, a lien equivalent to a municipal tax lien upon the Common Area and each Unit, having the priorities of, and being enforceable in the same manner as, a municipal lien. Said claim may also be enforced by civil suit against the Association and each Member thereof pro-ratably, for collection of said costs and expenses.

ARTICLE XXII APPEALS

Section 1 **Appeal of Board Decisions.** A Homeowner may appeal any Board decision including but not limited to architectural and/or landscape change requests, changes or supplements to the Association's Rules and Regulations, or other matters in the normal course of Board business.

Section 2 **Appeal Process.** To appeal a Board decision,

- a) A Homeowner may request other Members to sign a written petition that the Board's decision be reviewed,
- b) Upon receipt of this petition by the Board Secretary and signed by two-thirds (2/3) of the Members, the Board will call a special meeting of the Association within thirty (30) days to discuss the Board's decision and gather additional information,
- c) Following the special meeting, the Board will reconsider their prior action and render a final decision.
- d) A Homeowner may pursue any other remedy provided by the Declaration or law.

**ARTICLE XXIII
MISCELLANEOUS**

- Section 1** **Compliance with Township Rules.** These Bylaws and the Plan for the Property are in accordance with the rules and regulations of Pocopson and Pennsbury Townships and shall operate solely under and as provided for by the ordinances, rules and regulations of said Townships and the interpretation and enforcement of this document and the uses to be made of the Property and the rights of all Owners shall be interpreted in the light of the requirements of the ordinances, rules and regulations of the municipalities.
- Section 2** **Compliance with Association Rules.** Each Homeowner of any Unit, by acceptance of a deed to the Unit is deemed to covenant and agree to be bound by the Declaration, Bylaws, and Rules and Regulations of the Tullamore Homeowners Association. This covenant and agreement is effective whether or not it shall be so expressed in such deed.
- Section 3** **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions hereof, and they shall remain in full force and effect.
- Section 4** **Binding Effect.** The provisions of these Bylaws shall insure to the benefit of and bind the Property, the Association, all Owners, all Members and all other persons, entities or property benefited or bound by the specific terms hereof and the respective heirs, administrators, executors, successors and assigns of each of them.

AMENDMENT TO BYLAWS FOR TULLAMORE HOMEOWNERS ASSOCIATION, INC.

The Board of Directors of Tullamore Homeowners Association, Inc., under the Uniform Planned Community Act, with the authority of the membership by an affirmative 90% vote of the community duly convened hereby amends the Bylaws as follows:

Article XVII, Section 1 Maintenance is amended by removing the words:

“decks including deck supports”

from the section and to include at the end:

....Effective June 30, 2020, all decks of a Unit shall become the sole and exclusive maintenance responsibility of the Homeowner of that Unit subject to the architectural provisions contained therein.

This Amendment to Bylaws shall effective as of ^{July 1} ~~June 30~~, 2020.

BOARD OF DIRECTORS OF
TULLAMORE HOMEOWNERS
ASSOCIATION, INC.

By:  _____, President

 _____
Witness

Tullamore Homowners Association, Inc.

Rules and Regulations

Reissued September 2010

TULLAMORE HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

The following RULES AND REGULATIONS have been adopted on May 13, 2010 by the Board of Directors (Board) of the Tullamore Homeowners Association, Inc. and shall apply to all Members of the Association and Homeowners of the Property as those terms are defined by the Declaration of Restrictions, Easements and Covenants filed with the Recorder of Deeds, Chester County, Pennsylvania.

As established in Article VII, Section 1.a of the Association Bylaws, approved July 1, 2009, the Board may amend or supplement these Rules and Regulations at any time with subsequent prompt notification to Association Members. The noted Bylaws Section permits the Board to levy penalties for infractions of these Rules and Regulations.

1. Homeowners are held responsible for the actions of their visitors, minor children, Unit occupants, contractors and other service personnel; their compliance with applicable Tullamore rules and regulations is expected. The repair cost of any damage to Common Area property or other Units due to non-compliance is the responsibility of the Homeowner.
2. No Homeowner shall be permitted to dry or air clothes or other articles outdoors or from windows. The use of outdoor clotheslines, racks or similar devices for such purposes is prohibited.
3. No permanent outdoor grills shall be constructed on a Homeowner's property. Portable grills connected to propane or natural gas lines are acceptable.
4. Outdoor games, sports or other recreational activities that would damage or change the permanent or temporary appearance of a Homeowner's Unit or the Common Area and the presence of paraphernalia associated with these activities are prohibited.
5. Moving or delivery vans or trucks shall not be permitted to cross the curbs or lawns of the Common Area and must load or unload from Tullamore Drive, a driveway or parking area. Homeowners shall remove all packing cases, barrels and other containers used in moving, or arrange for their removal at their expense.
6. All Common Area damage caused by Homeowners' vehicles or the moving or carrying of materials, household items or other articles shall be repaired by the Homeowners at their expense. The Landscape Committee chair shall approve such repairs.
7. During Homeowner initiated improvement projects, locations of dumpsters, portable potties and other temporary construction facilities must be approved by the Maintenance Committee Chair before work begins.
8. Use of bicycles or other types of riding vehicles, as may be permitted by the Board, shall be restricted to the walkways and other paved areas of the Property. No such vehicle shall be ridden or permitted to be on any landscaped portion of the Property.
9. No lawn ornamentation or decoration shall be placed at any Unit nor shall landscaping changes be made without prior written consent of the Board. Customary holiday decorations are permitted, subject to specific limitation on type, manner of display, and duration as the Board may from time to time fix and determine.
10. No sign of any kind shall be displayed in public view on a Unit except for one sign containing not more than one hundred and forty-four square inches specifying the resident of the Unit. When a Unit is for sale or rent, one temporary non-illuminated sign containing not more than six square feet

advertising that the Unit is for sale or rent may be displayed. No other sales notice, advertisement, flag, banner or the like shall be inscribed or exposed on or at any window or other part of any Unit, except such as shall have been approved in writing by the Board.

11. No Homeowner shall make undue noises or produce noxious odors that will unreasonably disturb or annoy the occupants of other Units or do anything which will unreasonably interfere with the rights, comfort or convenience of other Homeowners or Unit residents. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large or small power equipment or tools, unlicensed off-road motor vehicles, or other items which may unreasonably interfere with television or radio reception of any Homeowner or Unit resident shall be located, used or placed on any portion of the Property or Common Areas without the prior written approval of the Board. Blowing vehicle horns, screeching tires or other loud vehicle noises are prohibited on the Property except as may be required for safe vehicle operation.
12. Flammable or hazardous materials in quantities that would create a fire, explosion or health hazard to individual inhabitants, adjoining units or the community as a whole should not be present or stored anywhere within a Homeowner's Unit (this includes the entire physical building and external property included in title lines deeded to the Homeowner). Examples of such materials would be gasoline, kerosene, organic solvents, fireworks or other explosives. If stored in a garage, an exception would be made for small quantities (2 gallons or less) of materials required for the operation of powered equipment such as lawn mowers, snow blowers or leaf blowers.
13. Contractors or workmen employed by the Association, a Homeowner or Unit resident shall not do any work on the Lot, unit, or in any portion of the Common Areas between the hours of 6:00 p.m. and 8:00 a.m. or on Sundays or legal holidays if such work is likely to disturb the occupants of any Unit. Emergency work that must be performed during these times and hours is permitted.
14. No awnings, window guards, window boxes, ventilators, fans or air conditioner devices shall be installed on any part of a Unit exterior except that which has been approved in writing by the Board.
15. No boat, boat or utility trailer, mobile home, house trailer, motorcycle or truck shall be parked anywhere on the property for more than 7 days within a calendar year except inside a garage or as designated in writing by the Board.
16. Homeowners and visitors vehicles should be parked and driven in compliance with State, Township and Tullamore laws and rules. Extra care should be exercised when driving through Tullamore to be alert for walkers, bikers, children and other potential hazards.
17. No vehicle shall be repaired, tuned or otherwise mechanically serviced on the Property (except for emergencies such as battery charging or changing flat tires).
18. All Homeowners shall be responsible for the cleanliness of their respective Units and adjacent Common Areas. The cost of exterminating any rodent or insect infestation and repair of related external damage are the responsibility of the Owner of that Unit.
19. All trash left for curbside pickup must be secured in tightly covered containers to prevent debris being scattered by wind or animals. The contents of open recycle containers should be secured to achieve the same goal.
20. No dogs, cats or other pets shall be allowed beyond the property limits of the Unit where they reside or are invited guests unless on a leash or carried. Homeowners are responsible for removing and properly disposing of their pet waste deposited on any landscaped area of a Unit or the Common area.

21. The agents of the Board or Property Manager may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, the Bylaws or these Rules and Regulations. Entry will be prearranged with the Homeowner or Unit resident except in the case of an emergency situation.
22. The Homeowners Association is responsible for normal and routine exterior maintenance and landscaping as defined by the Bylaws. Homeowners are responsible for correcting Unit problems resulting from construction deficiencies, additions and modifications made by a Homeowner or previous Homeowner or related to Homeowner lifestyle. Corrections are subject to the Architectural Control Process defined in the Bylaws.
23. The individual Homeowner, not the Homeowners Association, is responsible for correcting items identified in a Unit sale inspection that go beyond the realm of normal routine maintenance.
24. Any complaints regarding the management of the Property or regarding actions of other Homeowners, Unit occupants, guests or invitees, shall be made in writing to the Board President or Secretary.

Tullamore Homeowners Association, Inc.

**Declaration of Restrictions
Covenants and Easements**

Reissued September 2010

DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR TULLAMORE

This DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (hereinafter the "Declaration") made this 11th day of August 1986 by TULLAMORE ASSOCIATES (hereinafter the "Declarant").

WHEREAS, Declarant is the owner of certain contiguous parcels of land situated in Chester County, Pennsylvania, 18 acres in Pennsbury Township and 43.119 acres in Pocopson Township (hereinafter referred to as the "Property") which parcels of land are more particularly described in Exhibit "A", attached hereto and made a part hereof, and which are shown on a certain Preliminary Site Plan for Townhouses prepared by G. E. Register, Jr. & Sons, Inc., Registered Land Surveyors, Kennett Square, Pennsylvania, dated July 18, 1985, last revised January 24, 1986, (which Plan, together with all approved amendments, final plans, additions and other plans, which form part of the approved plans, revisions or deletions therefrom or thereto, is hereinafter referred to as the "Plan"); and

Declarant desires to create on the Property a residential community to be known as "Tullamore" consisting of 33 townhouses and garages, each townhouse and garage to be known as a Unit. Declarant intends to sell such Units and to convey to the Tullamore Homeowners' Association, (a Pennsylvania non-profit corporation) as Common Area (as hereinafter defined), for the benefit of the Owners and Declarant, the remaining portions of the property not sold as Units subject to easements and rights hereinafter set forth.

This Declaration is intended to be a master document governing the Property.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" and as shown on the Plan is and shall be held transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens set forth in this document, all of which shall run with the land, shall be binding upon the parties having or acquiring any interest in the Property after the time at which the covenants, etc. become effective subject to the provisions set forth in Article III hereof.

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any supplement thereto shall have the following meanings:

1. "Association" shall mean and refer to Tullamore Homeowners' Association.
2. "By-Laws" shall mean the By-Laws of the Association.
3. "Common Area" shall mean those portions of the Property shown on the Plan and designated as Common Area (or Open Space) thereon or on any recorded sub-division Plot and intended to be devoted to the common use and enjoyment of the Owners of the said Lots and Units and not included within the title lines of those portions of the Property which are to be conveyed to the Unit Owners.
4. "Declarant" shall mean and refer to Tullamore Associates, its successors and assigns (other than the Association or the purchaser of a residential Unit).
5. "Lot" shall mean any plot of ground as shown as a single Lot on any recorded subdivision map of the Property upon which Declarant intends to erect a single family Unit and garage and to convey title to such Lot and single family Unit and garage to a purchaser.
6. "Member" shall mean a Member of the Association.
7. "Owner" shall mean the then record Owner, including the Declarant, whether one or more persons or entities, of the fee simple title to any Lot, including an Owner who has made an agreement to sell the Lot but excluding any person having an interest, however described, merely as security for the performance of an obligation, unless and until such person has acquired fee simple title pursuant to foreclosure, or other legal proceedings or a deed in lieu of foreclosure.
8. "Party Wall" shall mean that portion of any wall which forms the boundary line between Lots.
9. "Person" shall mean an individual, corporation, partnership, unincorporated association or other entity.
10. "Property" shall mean the real property described in Exhibit "A".
11. "Unit" shall mean all or any portion of a building (including a garage) located upon the Property designated and intended for the use and occupancy as a residence by a single family and as a garage.

ARTICLE II EASEMENTS

Section 1

Grant of Easements. Declarant, subject to the limitations contained in this Declaration, hereby grants, creates and declares the following nonexclusive, common, free and uninterrupted uses, rights, liberties, easements and privileges in, upon, through, over, under and across the Common Area the sewage, water and storm water management facilities, as hereinafter defined, for the benefit of Declarant, its successors and assigns, the Association, its successors and assigns, all present and future Owners, Tenants and Occupants of the Units and their guests, invitees, servants and employees and all

mortgagees holding mortgages affecting any portion or portions of the Property, their successors and assigns:

- (a) access to and ingress and egress to and from all portions of the Common Area;
- (b) right and enjoyment in and to the Common Area;
- (c) use and enjoyment of all footways, paths, sidewalks, walkways, driveways and roadways located wheresoever on the Property and entrances and exits to streets and roads and garages which are now or hereinafter may be located within the Common Area and all those which are presently shown on the Plan;
- (d) the use of all parking areas located on the Common Area and designated for the parking of vehicles thereon;
- (e) the use of all utilities including but not limited to sewer, water, storm water, electric and gas lines and facilities that are now or hereafter located on the Property for the purpose of providing service to any Unit or Units whether or not located under, through, over or along any Lot or Common Area.
- (f) the use of any and all recreational and community facilities whether now existing or to be constructed or erected on the Common Area.

TO HAVE AND TO HOLD all the aforesaid easements, privileges and rights at all times hereinafter, except and under and subject as hereinafter provided, as appurtenant to the Lots, Units, and the remainder of the Property.

Section 2 **Conservation Easement.** Declarant, its successors and assigns, and the Association, its successors and assigns, hereby grant to Pocopson Township and Pennsbury Township a conservation easement whereunder the Common Area (open space) shall be perpetually reserved and restricted to open space subject to use for the following purposes:

- (a) Crop land or pasture;
- (b) Cultivation of nursery stock or orchard trees;
- (c) Public park or outdoor recreation area operated by a governmental agency non-profit organization (including the Association), water shed association or similar entity;
- (d) Woodland game preserve or similar conservation oriented activity.

All Lot Owners and future Lot Owners are third-party beneficiaries of this conservation easement.

The then existing provisions of the appropriate ordinances of Pocopson Township and Pennsbury Township as to maintenance of Common Area (open space) or facilities are incorporated herein by reference.

Because this conservation easement is deemed to be perpetual, notwithstanding any provisions to the contrary, no amendments may be made to the contents of this Section.

Section 3 **Declarant's Reservation of Easements.**

- (a) Declarant reserves unto itself, its successors and assigns, a perpetual and alienable easement and right on, over, through, across and under the property to erect, lay, construct, maintain, repair and use electric wires, cables, conduits, sewer, water and storm water facilities, as hereinafter defined, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm water or other public conveyances or utilities on, in or over those portions of each Lot or the Common Area as may be reasonable required for utility purposes.
- (b) Declarant further reserves unto itself, its successors and assigns, the right and easement over, under, through and across the Property for the purpose of constructing any building, structure or improvements upon the Property as shown on the Plan.
- (c) The easements and rights reserved by Declarant expressly include the right to cut any trees, bushes or shrubbery, make any changes in grading of the soil, excavations or to take any other similar action as may be reasonably necessary in Declarant's opinion to construct any building or other improvements and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right for the sewer, water or storm water facilities, to locate wells, pipes, tanks and related equipment, septic tanks, seepage beds and tile fields, pumps and pumping stations within the Common Area or on or upon any portion of the Property.
- (d) Declarant also reserves to itself the right to grade the Property as Declarant sees fit, without liability to Owners but subject to the requirements of municipalities, including their pertinent Erosion and Sedimentation Ordinances.

Section 4 **Duration of Easements.** The easements and rights granted and reserved herein shall be conveyed as running with the land and continue in full force and effect until modified or terminated pursuant to the provisions of this Declaration.

Section 5 **Amendment and Termination of Easements.**

- (a) Declarant may modify, amend or terminate this Declaration and the rights, easements and obligations herein contained until the date Declarant has conveyed the first Lot and Unit on the Property. Such right is subject to prior written notification to and approval by the Chester County Health Department and/or by municipalities, if required. Subsequent to such notification, the municipalities and/or the Chester County Health Department shall have the right to approve or disapprove the modifications, amendments or termination.
- (b) After the date Declarant has sold the 25th Unit located on the Property, this Declaration may be modified, amended or terminated by the Association acting only in accordance with the provisions of this Declaration, subject to prior written notification to and approval by the Chester County Health Department and/or the appropriate municipalities. Subsequent to such notification, the municipalities and the Chester County Health Department have the right to approve or disapprove the modifications, amendments or termination.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 **Membership.** Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership in the Association shall be appurtenant to each Unit and may not be separated from ownership of any Lot, which is subject to assessment. Transfer of title to each Unit shall transfer automatically membership in the Association without the necessity of the delivery of any document. All multiple Owners of any Units shall be joined in one membership.

Section 2 **Rights of Members.** The rights of the Members, including voting rights and the obligations of such Members, including dues for assessments as hereinafter specifically referred to, shall be all as provided in the By-Laws.

Section 3 **Voting Rights.** The Association shall have two classes of voting membership; Class A Members shall consist of the Owners of all Units and the Class B Members shall be the Declarant. The Owner (whether one person or more than one) of each Unit shall be entitled to cast one vote per Unit wherever such voting is provided herein.

Class A. Each Class A Member shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they determine but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) or On September 1, 1991.

ARTICLE IV THE COMMON PROPERTIES

Section 1 **Members' Easements of Enjoyment.** Subject to the provisions of Article II of this Declaration, every Member shall have a right and easement of enjoyment in and to the Common Area and any facilities erected upon such Common Area and such easement shall be appurtenant to and shall pass with the title to every Unit.

Section 2 **Title to Common Area.** The Declarant may retain the legal title to the Common Area until 90% of all the Units are sold and settled, at which time Declarant shall transfer legal title to the Common Area to the Association, but regardless of actual title to such Common Area, the provisions of Section 1 of this Article IV shall apply.

Section 3 **Extent of Members' Rights and Easements.** The rights and easement of enjoyment granted hereby shall be subject to the following:

- (a) The right and ability of the Declarant to encumber the Common Area by Mortgage or other security instrument for the purpose of financing the construction of improvements, provided that when title to the Common Area passes from Declarant to the Association such title must be free of all mortgages and encumbrances;
- (b) The right of the Association as provided in its By-Laws to suspend the enjoyment rights of any Member for a reason set forth therein or herein;

- (c) The right of the Declarant or the Association to dedicate or transfer the Common Area to any public municipality, authority or the like, for all legal purposes and subject to such conditions as may be provided in the By-Laws.

ARTICLE V UTILITIES

Section 1 **Sewage System.** Declarant shall, at Declarant's cost and expense, design, lay out, and obtain all necessary approvals, construct and maintain (until turned over to the Tullamore Homeowners' Association) a cluster sewage collection and disposal system, including septic tanks, lines, pumps, and rights of way, as may be needed, as well as the lands within which the seepage beds are to be installed (all collectively called "the sewage collection and disposal system"). Lots shall be serviced on a cluster basis so that three (3) Units will be serviced by one (1) set of seepage bed and tile fields, some or all of which, will be located on Common Area shown on the Plan. Declarant shall, at or prior to the conveyance of the last Lot of the development, convey the facilities and disposal system to the Tullamore Homeowners' Association, in good operating condition and free and clear of all liens and encumbrances. Contemporaneously with the conveyance of the facilities and disposal system to the Association, the Declarant shall cause a professional engineer to certify to the Association that, as of the date of conveyance, the system is in good operating condition. Any and all construction, maintenance, repair and/or reconstruction of any such system shall be constructed in accordance with the final plans as approved by the appropriate municipalities and in full conformance with the rules and regulations of the Chester County Health Department, pursuant to the Pennsylvania Sewage Facilities Act; such acknowledgment and averment is made by the parties hereto on behalf of themselves, their heirs, executors, administrators, successors and assigns.

Section 2 **Water System.** Declarant shall provide water for the Units by the use of on-site wells or, alternatively, obtain the use of an approved public water system for the use of all Lots on the Property. In either event, such water system shall be maintained and operated in accordance with the rules and regulations of the Chester County Health Department, local municipalities and all other authorities having jurisdiction over water systems, including private water companies.

Section 3 **Obligations of the Association.** The Association shall, upon acceptance of the sewage, collection and disposal system, contract for the inspection, operation and maintenance of the said system and shall assure the continued maintenance, repair and lawful operation of the same, all at Association's cost and expense. The obligation so to do shall exist in perpetuity so long as the system has not been accepted for dedication by a municipality or any agency, authority or public utility on its behalf.

Section 4 **Obligation Not to Encumber.** The Association shall not encumber by lien, charge or otherwise any of the lands upon which the sewage collection and disposal system or water system is constructed nor the said facilities or systems in any manner whatsoever and the obligations created under this Agreement shall, upon the recording in the Office of the Recorder of Deeds in and for Chester County, be deemed senior and paramount to any other obligation of any nature or description whatsoever. These lands shall be deemed to be held in trust by the Association for the benefit of the owners, members and reversionary interest as their respective interest may appear and neither the Association nor any member shall have the power to charge by way of anticipation, nor subject to lien of any creditor, the lands, facilities or systems, except as specifically provided for herein.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1

Creation of the Lien and Obligation for Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements and such assessments to be established and collected as hereinafter provided. Annual assessments shall commence immediately upon conveyance of the Unit from Declarant to Owner.

All such assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for any unpaid assessments and/or charges without regard to the right of the grantee to recover from the grantor the amounts paid by grantee for such assessments and/or charges. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation(s) of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No Owner of Units may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 2

Method of Assessments. All assessments shall be levied by the Association against the Units and collected and disbursed by the Association. The Board of Directors shall fix the amount of the assessments as provided hereinafter and set the date or dates as such assessment shall come due.

Section 3

Nature of Assessments.

- (a) **General Assessments.** The General Assessment shall be used exclusively to promote the health, safety and welfare of the Members and, in particular, to improve, maintain, lease and operate the Common Area and facilities, water facilities and sewage facilities, both as hereinabove defined, including funding of appropriate reserves for future repair and replacement. By a vote of a majority of the Directors, the Board shall fix the Annual General Assessment in an amount sufficient to meet the obligations imposed by the Declaration. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.
- (b) **Special Assessment.** The Association may levy a Special Assessment against the Units and Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the sewage collection and disposal system, as hereinabove defined, or of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners, with only one Owner per Unit being allowed to vote.
- (c) **Restoration Assessment.** The Tullamore Homeowners' Association may levy a restoration assessment upon any Unit or Lot whose Owner fails to maintain such Unit. Restoration assessment shall be limited to the amount necessary to meet the costs of restoration and the cost of collection thereof.
- (d) **Delinquency Assessment.** The Tullamore Homeowners' Association may levy a Special Assessment, to be known as a Delinquency Assessment,

against any Owner who demonstrates a chronic or deliberate disregard for any of the Rules, Regulation, Restrictions or Covenants adopted by the Tullamore Homeowners' Association including but not limited to the payment of regular assessments and the matters set forth in this Document. Such Delinquency Assessments shall be levied only by majority vote of the Directors of the Association, shall require that notice of intent to make the levy shall have been sent to the Owner at least 10 days prior to levy, shall not exceed \$5.00 per day, shall be collectible as other assessments provided for herein and shall be construed as recompense for the extra time, trouble and expense connected with enforcing rules and regulations against persons who persistently ignore and violate same.

Section 4 **Effect of Nonpayment of Assessments and Remedies of the Association.** Any assessment installment not paid within ten (10) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge a late fee in an amount to be set by the Board and entered in the Book of Resolutions; (c) give registered Notice of the Owner that in the event payment with accrued charges is not paid within thirty (30) days from the date of such Notice, then the Association may secure all legal remedies available; (d) upon Registered Notice to the Owner, suspend the right of such Owner to vote or to use the Common Area until the assessment and accrued charges are paid in full.

Section 5 **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; the Common Area; all properties exempted from taxation by the State or County government upon the terms and to the extent of such legal exemption; and Delcarant-owned Property.

Section 6 **Subordination of Liens to Mortgages.** Liens for assessments in favor of either the Association or municipalities, if any, hereunder shall be subordinate to Purchase Money Mortgages affecting the premises but shall be otherwise entitled to priority in the same manner as is provided for municipal liens in the case of liens in favor of municipalities and as is provided for liens in favor of private creditors in the case of liens in favor of the Association.

Section 7 **Bonding of Association's Treasurer.** The Treasurer and any other officers or employers or employees of the Association who handle the funds of the Association shall be bonded in an amount not less than One Hundred and Twenty Five Percent (125%) of all funds on hand.

ARTICLE VII INSURANCE

Section 1 **Common Area.** The Association shall maintain, at all times, liability and casualty insurance with respect to the Common Area, water facilities and sewage facilities, as hereinabove defined, in a face amount of not less than \$500,000.00, as well as fire and extended coverage insurance with respect to all buildings and improvements situated in the Common Area in an amount equal to the full replacement value thereof.

Section 2 **Insurance on Buildings and Units.** Each Unit Owner shall, at his own expense, maintain at all times, fire, casualty and other damage insurance on his Unit, insuring the Unit for the full replacement value thereof. Each said policy shall name the Association

as an additional insured. In the event of any damage or destruction to a Unit by fire or other casualty, the Owner thereof shall have hereby, and by acceptance of ownership of his Unit, consented to the obligation to rebuild and restore said Unit to its condition prior to such damage or destruction, such rebuilding to commence immediately and to be completed at said Owner's sole cost and expense.

Section 3 **Workmen's Compensation.** The Association, as part of its ordinary business expenses, shall keep in effect Workmen's Compensation Insurance and Employer's Liability if require by law.

**ARTICLE VIII
ARCHITECTURAL CONTROL**

Section 1 **Review and Approval by Board of Directors.** No building or other improvements, including contouring of land and planting, shall be erected, placed or layered on any Lot until and unless plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location and approximate cost of such building, structure or other improvements and the grading and landscaping plan, including topography and contours of the Lot, shall have been submitted to and approved in writing by the Board of Directors of the Association. All such improvements shall be subject to all applicable ordinances, resolutions and regulation of the appropriate municipalities.

Section 2 **Committee.** The Board of Directors may appoint an Architectural Control Committee to advise the Board with respect to approval requests. The Committee shall have such powers as the Board shall specifically delegate to it. The Committee, if created, shall consist of at least three (3) members, shall be appointed by Directors form time to time and shall include such person or Members as the Directors shall choose.

Section 3 **Plans.** All submissions of plans must be in duplicate, one copy of which shall be retained by the Directors regardless of the action taken. Approval shall be made in one way only: by the signature of the Board of Directors, or their authorized agent, on each sheet of any plans submitted.

Section 4 **Approval.** The Board of Directors shall have the right to disapprove of any such plans or specifications of building, grading and landscaping which are not suitable, in its opinion, for aesthetic or other reasons; and in passing upon such plans, it shall take into consideration the suitability of the proposed building or other structure, the materials of which it is to be constructed, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and other dwellings and structures located on the Property, and the effect of such proposal on the outlook from adjacent or neighboring Properties. In the event that after such presentation of such plans and specifications, the Board of Directors fails to approve or disapprove said plans within ninety (90) days of such presentation, such plans and specifications shall be deemed approved.

Section 5 **Applicability.** It is understood that the obligation to submit plans and obtain approval, not only from the appropriate municipal authorities, but also as set forth hereinabove in this Article, shall apply to the Common Area as well as the Lots.

Section 6 **Immunity.** Neither Declarant nor the Board of Directors nor any member of the Architectural Control Committee, nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for approval, or to any other Owner affected hereby, 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 Owner who submits any plan or request to the Board of Directors for approval agrees, by submission thereof, and every Owner agrees by acquiring title to any portion of the Property, that he will not bring any such action or suit to recover any such damage.

Section 7 **Enforcement.** Declarant and the Association shall have the express power and the right to enforce strict compliance with the provisions of this Article. The remedy provided in this Section 7 is not intended in any way to limit the rights and remedies available to Declarant or the Association.

Section 8 **Provision Inapplicable to Declarant.** Declarant shall be exempt from the submission and approval requirement of this Article VIII.

ARTICLE IX PARKING

Prior to dedication to a municipality, the Declarant and the Association shall have the right to establish and enforce "No Parking" areas on the streets and roadways within the Property. After dedication, parking shall be under the jurisdiction of the municipality.

ARTICLE X MAINTENANCE

Section 1 **Maintenance.** The Association shall be responsible for and shall provide exterior maintenance for the buildings and Units as follows: painting, repairs, care and replacement of all exterior building surfaces, including roofs, gutters and downspouts, siding and stone, decks, walks and patio enclosures; also cutting and trimming of trees, shrubs, grass and snow removal, except the Unit Owners shall be responsible for maintenance of windows, glass, doors and exterior light fixtures.

The Association shall further be responsible for and shall repair any other portions of the Units and buildings as the Unit Owners may determine by a majority vote of Unit Owners at a regular annual meeting to have Association so maintain. The cost of the aforesaid maintenance shall be uniformly allocated to the Unit Owners by the Association.

Upon conveyance from Declarant, the Association will maintain the portions of the sewage collection and disposal system, as hereinabove defined, serving individual Units located upon the Property outside of the building of walls or Lot lines, such maintenance to include all necessary repairs, cleaning or replacement in conformance with the Chester County Department of Health. Notwithstanding the foregoing, to the extent such repair is required because of the negligent conduct of a Unit Owner, the Association shall assess such Unit Owner for the cost of such repair.

Section 2 *[Note: This same section was deleted from the original publication of the By-Laws by the Builder because of conflict with Section 1; accordingly, it is deleted here to maintain consistency between the two documents.]*

Section 3 **Maintenance of Party Walls.** The general rules of law regarding the maintenance of party walls shall apply. The cost of maintaining a party wall shall be borne jointly by the Owners of the adjoining Units, except that any Owner, who by negligence or willfulness, causes the destruction of a party wall or exposes same to the elements, shall himself bear the whole cost of repairing the wall or protecting it from the elements.

Section 4 **Maintenance of unit by Association.** If any Unit Owner fails to maintain the interior of his Unit and such failure shall jeopardize adjoining Units, the Association shall have the right to enter upon the Unit and perform the maintenance. Such maintenance shall be made only after ten (10) days written notice to the Owner, except in the event of emergency. The cost of such maintenance shall be assessed against the Unit upon which such maintenance is performed as a restoration assessment, which shall be controlled by the provision of Article V hereof.

Section 5 **Maintenance of the Common Area.** The Common Area shall be kept and maintained by the Association, including but not limited to lawn care, landscaping, cutting and trimming of trees, shrubs, snow removal from roadways or walkways, if any.

ARTICLE XI PROHIBITED ACTIVITES

Section 1 **Lot Size.** No Lot shall be subdivided, partitioned, or in any other manner reduced in size. (This paragraph shall not affect the right of Declarant to modify its plans prior to the sale of Lots shown thereon, provided such modifications shall be approved by the appropriate municipalities).

Section 2 **Structures.** No trailers, basement, shack, garage, barn, or other outbuilding shall be built at any time, either of a temporary or permanent character, by other than Declarant; provided, however, this prohibition shall not apply to shelters used by a builder during the construction of a structure, it being clearly understood that those latter temporary shelters may not, at any time, be used as residences, or permitted to remain on a Lot after completion of construction.

Section 3 **Overhead Wires.** No overhead wires, including telephone, electrical, or television cable or otherwise may be constructed on the Property. All portions of such wires not located entirely within the enclosed portion of a structure must be buried beneath the surface of the ground. No television antennas or discs may be constructed, placed or maintained on a roof or exterior of a Unit on the Property. The provisions of this Section may be waived on specific request of an Owner by Declarant, which waiver shall be in writing and signed by the Board of Directors and shall be subject to the prior written approval of the appropriate municipalities.

Section 4 **Front Yard.** No front yard shall be paved except for sidewalks, driveways and parking areas except as approved by the Declarant and the appropriate municipalities.

Section 5 **Recreational Vehicles.** No boat, boat or utility trailer, motor home, house trailer, motorcycle or truck shall be parked anywhere on the Property except inside a garage.

Section 6 **Slope Control.** The existing slope of conformation of any Lot shall not be altered, nor shall any structure or retaining wall be constructed, nor planting or other activity be undertaken which retards, changes or otherwise interferes with the natural flow of surface drainage waters to the actual or threatened injury of any other Lot, or which creates

erosion or sliding problems. All slope or conformation work shall be subject to the applicable Ordinances, resolutions and regulation of the appropriate municipalities.

Section 7

Cutting of Trees. No trees shall be cut, nor shall there be any substantial destruction of natural vegetation other than by Declarant on the Property without written consent from the Board of Directors.

Section 8

Garbage and Refuse Disposal. No Lots or other portion of the Property shall be used or maintained as a dumping ground for rubbish. All trash, garbage and refuse shall be placed for collection in the collections bins specified by the Association as serving that respective Unit and shall be packaged in accordance with the regulations established by the Association and the collection agency. No burning of trash, garbage and refuse shall be allowed. No materials or waste shall be so stored in such manner that they may be transferred off the Property by natural causes (wind, rain, etc.).

Section 9

Nuisances. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Units. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Association in such manner as it may elect to make such decision.

Section 10

Fences. Fences of any kind, wall, hedge, or similar structure may be placed, erected, or maintained on the Property only with the permission of the Declarant or the Architectural Control Committee. The intention of this paragraph is that a generally open and unobstructed condition will be maintained between structures consistent with the provisions for areas of privacy. Declarant reserves for itself and the Association the right to enjoin violations of this Section and to remove any wall, fence, hedge, or planting erected or planted without compliance with the provisions of this paragraph.

Section 11

Signs. No sign of any kind shall be displayed in public view on a Unit except for one sign containing not more than One Hundred Forty-Four (144) square inches specifying the resident of the Unit, and one temporary unilluminated sign containing not more than six (6) square feet advertising that the Unit is for sale or rent.

Section 12

Residential Use. Units shall be used only as residences, except that prior to the completion of all contemplated Units on the Property, Declarant may maintain an office on the Property for management of sales and construction work, and may also use one or more of the Units as sample homes as the Units in each phase are being sold.

**ARTICLE XII
LEASING**

Section 1

Leasing. No Owner (other than Declarant) of any Unit may lease the Unit until he shall as first secure the written approval of the Association, which approval shall not be unreasonably withheld. A lease shall only be for the entire Unit. Any Owner desiring to lease his Unit shall give the Association fifteen (15) days notice of his intention so to lease the name and address of the prospective tenant, the terms and conditions of such proposed lease and such other information and documentation as the Association may reasonable require. All lease agreements between an Owner and a tenant shall be in writing and shall provide that the terms thereof shall be subject in all respects to this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the tenant to comply with the terms of such document shall constitute a default under the lease.

ARTICLE XIII CONDEMNATION

Section 1 **Proceeds of Award.** In the event title to any portion of the Common Area shall be taken or condemned by the exercise of the power of eminent domain, then the award or other monies payable with respect thereto shall be paid to the Owners of the Units and their respective mortgages, as their respective interests may appear.

ARTICLE XIV LIENS AND ENFORCEMENT

Section 1 **Rights of Mortgagees.** Each first mortgagee holding a mortgage on a Unit shall have the following rights:

- (a) To have his name and mailing address and the name and mailing address of his mortgagor recorded in the records of the Association, so that the Board of Directors or its agents can readily communicate with the said mortgagee;
- (b) To receive written notice of any default by the mortgagor in the performance of such mortgagor's obligations under this Declaration and the By-Laws which is not cured within thirty (30) days;
- (c) To examine the books and records of the Association, The Board of Directors and their agents;
- (d) To pay severally, or jointly with other mortgages, taxes or other charges which are in default and which may become or have become a charge against the Common Area or secure new hazard insurance coverage on the lapse of a policy for such Common Area; any first mortgagees making such payments shall be entitled to immediate reimbursement therefore from the Association;
- (e) To have priority in the case of distribution to an Owner of insurance proceeds or condemnation awards for damages to or a taking of any or all of the Common Area.

Section 2 **Right of Municipalities to Make Repairs and Perform Maintenance: Audit of Books.** In the event that the Association shall at any time fail to maintain the Common Area or any of the facilities or improvements provided thereon pursuant to the Plan, or shall at any time fail to perform any other obligation of maintenance or repair with respect thereto which is imposed upon it by this Declaration, the appropriate municipality, in the case of Pocopson Township, in accordance with Section 407(c) of the Zoning Ordinance, by and through its Board of Supervisors, shall have the right but not the duty to inspect and monitor the facilities or improvements, to make such repairs or perform such maintenance in order to preserve the value of the Property and neighboring properties and to promote and protect the public safety and welfare. Except in the event of an emergency endangering life or property, the municipality shall give the Association written notice of its intention to so act. The municipalities shall have the right, on an annual basis, to audit the operating budget of the Association to determine if the capital reserve and contingency reserve provided for in ARTICLE VI Section 3 are adequate.

Section 3 **The Cost of Repair or Maintenance.** The cost of all repair or maintenance performed by the municipality shall be paid by the Association. Payment shall be made from the Association's escrow account, if any. To the extent costs exceed the funds available in said escrow account, the municipality shall make written demand upon the Association for payment. The Association shall pay on such demand, either from special or annual assessments, within thirty (30) days from the date of said demand. Any amounts not paid within thirty (30) days from demand, as aforesaid, may be assessed, by the municipality, in total against the Association and pro-ratably against each Unit and shall be, as a result of such assessment, a lien equivalent to a municipal tax lien upon the Common Area and each Unit, having the priorities of, and being enforceable in the same manner as, a municipal lien. Said claim may also be enforced by civil suit against the Association and each Member thereof pro-ratably, for collection of said costs and expenses.

ARTICLE XV MISCELLANEOUS

Section 1 **Obligations To Be Recited In Deeds.** The obligations herein created and all rights and liabilities of the parties shall be recited at large or by reference in each deed of conveyance from Declarant to any owner and membership in the Association, as well as the rights and liabilities attendant thereto which run with the land and no Lot may be conveyed to any third person unless such conveyance is accompanied by membership as an Owner for the then current Owner to the end that the ownership of the said Lot and membership in the Association shall not be severable.

Section 2 **Amendment.** This Declaration may be amended or modified at any time, or from time to time, subject to the provisions of Article II Section 5 above, by Declarant, upon due recording in Chester County, Pennsylvania, of a document validly executed by Declarant setting forth the amendment thereto. After the termination of Class B Membership pursuant to this Declaration, the Class A Members of the Association may amend this document by resolution adopted by at least ninety percent (90%) of said Members; provided, however, that said Members may not amend or modify either the provisions contained herein requiring the Association to maintain, repair and restore Common Area owned by it, or the provisions establishing the duty of Members to pay assessments to the Association, including the lien against a Member's respective Unit for payment thereof.

Section 3 **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 as the Member or Owner on the records of the Association at the time for such mailing.

Section 4 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions hereof, and they shall remain in full force and effect.

Section 5 **Binding Effect.** The provisions of this Declaration shall, pursuant to its terms, insure to the benefit of and bind, the Property, Declarant, the Association, all Owners, all Members and all other persons, entities or property benefited or bound by the specific terms hereof and the respective heirs, administrators, executors, successors and assigns of each of them.

Section 6 **Assigns and Successors of Declarant.** The rights and obligations of Declarant contained herein inure to and bind it in its capacity as developer of the Property. Therefore, these rights and obligations shall not, unless specifically set forth herein (as,

for example, the obligation and lien of Class A assessments) inure to the benefit of, or bind, successors in title to the Property or any portion thereof, unless the document of conveyance thereof, or another duly recorded document executed by Declarant, wholly or partially assigns the obligations and/or benefits of Declarant in this Declaration to said successor in title.

Section 7 **Recording.** This Declaration shall be forthwith recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 11th day of August, 1986.

TULLAMORE

BY: (Original signed by Builder)

WITNESS:

(Original witnessed by Secretary)

Return to: Landis & Setzler, P.C.
16 North New Street
West Chester, PA 19380

**SECOND AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS FOR TULLAMORE**

The Board of Directors of Tullamore Homeowners Association, Inc., pursuant to the authority in ARTICLE XV, Section 2 the Declaration of Restrictions, Covenants and Easements and under the Uniform Planned Community Act, hereby declares as follows:

WHEREAS, by the recording in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania, of a Declaration of Restrictions, Covenants and Easements for Tullamore in Deed Book 756, Page 242, *et seq.* and as amended in Deed Book 934, Page 472 and of a Declaration Plan on May 13, 1987 as Plan Number 7158, the property became known as Tullamore Homeowners' Association, Inc. and thereafter subject to the Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et seq.* as the same is retroactively applied.

WHEREAS, the Board of Directors by an affirmative vote of more than 90% of the members thereof hereby records this Second Amendment to the Declaration as follows:

Article X, Section 1, MAINTENANCE. is amended by removing the word:

decks

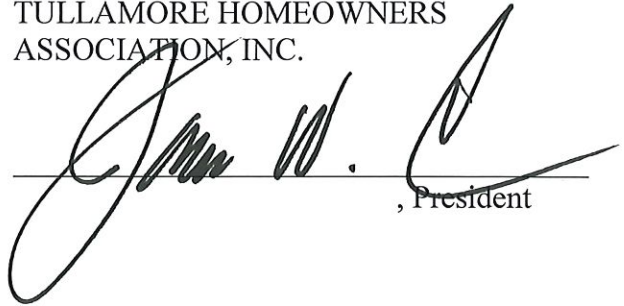
from the Declaration and to include at the end:

...Effective June 30, 2020, all decks of a Unit shall become the sole and exclusive maintenance responsibility of the Homeowner of that Unit subject to the architectural provisions contained therein.

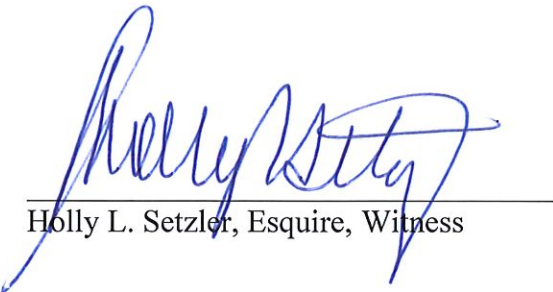
This Second Amendment to Declaration shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania and is effective as of *July 1*, 2020.

BOARD OF DIRECTORS OF
TULLAMORE HOMEOWNERS
ASSOCIATION, INC.

By: _____

A large, stylized handwritten signature in blue ink, written over a horizontal line. The signature is cursive and appears to be "John W. C...".

, President

A large, stylized handwritten signature in blue ink, written over a horizontal line. The signature is cursive and appears to be "Holly L. Setzler".

Holly L. Setzler, Esquire, Witness

 **Tullamore**
a country place



Thirty-three luxurious townhouses nestled in 61, gently rolling, landscaped acres offering your life style a breath of fresh air.