BYLAWS

OF THE

HEIGHTS OF BEACON HILL PLANNED COMMUNITY HOMEOWNERS’ ASSOCIATION, INC.
t/d/b/a HEIGHTS OF BEACON HILL HOMEOWNERS’ ASSOCIATION

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. §5101, et seq., as amended (the “Act”)
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BYLAWS
OF
HEIGHTS OF BEACON HILL PLANNED COMMUNITY HOMEOWNERS’ ASSOCIATION, INC.
t/d/b/a HEIGHTS OF BEACON HILL HOMEOWNERS’ ASSOCIATION

Introductory Provisions

1.1 Applicability. These Bylaws provide for the governance of the Heights of Beacon Hill Planned Community Homeowners’ Association, Inc. t/d/b/a Heights Of Beacon Hill Homeowners’ Association ("Association") created by the recording of the Declaration of Heights of Beacon Hill Planned Community Heights of Beacon Hill Planned Community ("Declaration") among the land records of Cumberland County, Pennsylvania, pursuant to the requirements of Section 5201 of the Uniform Planned Community Act, 68 Pa CSA §5101, et. seq., (hereinafter the “Act”).

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

1.3 Compliance. Pursuant to the provisions of the Act, every Unit Owner and all, Persons entitled to occupy a Unit within the Heights of Beacon Hill, A Planned Community ("Planned Community") shall comply with these Bylaws.

1.4 Office. The office of the Association and the executive board of the Association ("Executive Board") shall be located at the Planned Community or at such other place as may be designated from time to time by the Executive Board.

1.5 Incorporation of Statutory Law. Except as expressly provided herein or in the Declaration or the Act, the Association shall be governed in accordance with the provisions of the Non-profit Corporation Law of 1988 of the Commonwealth of Pennsylvania, 15 Pa. C.S. §5101, et seq., as amended from time to time ("Non-profit Corporation Law"). The "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board."

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

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any residential or condominium association, with any commercial establishment or association, or with any apartment building owner or cooperative within Beacon Hill and adjacent properties, or with any school district or other local governmental authority, become the responsibility of the Association. In addition, the office of any property manager employed by or contracting with the Association and locate on the Properties shall be part of the Area of Common Responsibility.

Section 2. "Association" shall mean and refer to the Heights of Beacon Hill Homeowner’ Association, Inc.

Section 3. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to the Declaration of Covenants and Restrictions or any Supplemental Declaration of Covenants and Restrictions for the Heights of Beacon Hill Planned Community.

Section 4. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, and may include the land and improvements for streets, easements, parks, playground, swimming pools, pedestrian ways, and any buildings, structures or appurtenances incident thereof. Common Area shall consist of three designations:

a. "Limited Common Area", shall mean Common Area which benefit and is for the exclusive use by the owner of the lot (or living unit) such as yards, private drives and walks surrounding the living unit and underground lateral pipes and or conduits for water, sewer, gas, electric, telephone, television and such other underground lines.

b. "Specific Common Area", shall mean Common Areas which lie adjacent to individual lots or separate development areas, and which are areas that enhance and or benefit either a single lot or which enhance and/or benefit adjoining lots.

c. "Universal Common Area", shall mean the Beacon Hill Boulevard within The Properties, and includes the sidewalks, signage and all areas designated as property adjoining the Boulevard.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded
subdivision map of The Properties with the exception of Common Properties as heretofore defined.

Section 6. "Residential Unit" shall mean a portion of The Properties intended for any type of independent ownership for use and occupancy as a residence by a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limited to) condominium units, apartment units, patio or zero lot line homes, and single family houses on separately platted lots, as may be developed, used and defined as herein provided or as provided in Subsequent Amendments covering all or a part of The Properties.

Section 7. "Single Family Detached Dwelling" shall mean a building used by one family, having only one dwelling unit and two side yards.

Section 8. "Single Family Semi-Detached Dwelling (Duplex-Twin)" shall mean a building used by one family, having one dwelling unit and one side yard and one party wall in common with another unit.

Section 9. "Single Family Attached Dwelling (Townhouse)" shall mean a building used by one family and having one dwelling unit and one or two party walls in common with other living unit(s) (such as Townhouses).

Section 10. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Residential Unit which is part of The Properties but excluding, in all cases, any party holding an interest merely as security for the performance of any obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner.

Section 11. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, hereof.

Section 12. "Developer" shall mean and refer to any Developer or builder.

Section 13. "Parcel" shall mean and refer to separately designated developed residential areas comprised of various types of housing initially or by amendment made subject to these Bylaws; for example (by way of illustration and not limitation) condominiums, townhouses, duplexes and single family detached houses. In the absence of specific designation of separate Parcel status, all Properties made subject to these Bylaws shall be considered a part of the same Parcel; provided, however, the Members may designate in any subsequent amendment adding property to the terms and conditions of these Bylaws that such Properties shall constitute a separate Parcel or Parcels, and by a two-thirds (2/3) vote, the Board of Directors may designate Parcel status to any area so requesting.
Section 14. "Parcel Assessment" shall mean assessments for common expenses which include Limited Common Area, Specific Common Area and Universal Common Areas provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units against which a specific Parcel Assessment is levied and of maintaining the Properties within a given Parcel, all as may be specifically authorized from time to time by the Executive Board and as more particularly authorized below. The Parcel Assessment shall be levied equitably against Owners of Residential Units/Lot in a Parcel enhanced and or benefited by the assessment for such purposes that are authorized by these Bylaws or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of dwellings, or insurance on dwellings, or replacement reserves which pertain to particular dwellings (pursuant to an amendment to these Bylaws), such assessments (that are for the use and benefit of particular lots/units) shall be levied upon a pro rata basis among benefited Owners.

Section 15. "Executive Board" shall mean Executive Board of The Heights of Beacon Hill Planned Community.

Section 16. "Quorum" shall be constituted at a meeting of the Members, if by their presence or receipt of authorized proxies, 51% of the eligible Members are in attendance (eligibility to be determined as of the date of the subject meeting).

Section 17. "Declaration of Covenants and Restrictions" refers to recorded covenants and restrictions applicable to all Members of the Association, which Association and its Members shall be governed by the provisions of said Covenants and Restrictions. The Bylaws of the Heights Of Beacon Hill Homeowners' Association, Inc., shall provide the rules and regulations for governance in accordance with the dictates of the Covenants and Restrictions.

ARTICLE II
LOCATION

Section 1. The principal office of the Association shall be a place designated by the Association as the needs of the community require.

ARTICLE III
MEMBERSHIP AND ASSESSMENTS
Section 1. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot (or Residential Unit) which is subject to covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. The rights of Membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner of, and becomes a lien upon, the property against which assessments are made as provided by Article VIII of the Declaration of Covenants and Restrictions, as amended, to which The Properties are subject and recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania. The owner of any completed Residential Unit by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, shall covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the dwellings situated upon The Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 4. Basis of Assessments. The Association, through its Executive Board, shall have the right as a Board to establish the three types of assessments based upon estimated cost of carrying out the responsibilities of the Association. The fourth type of assessment, a Special Assessment, shall require approval of the eligible Members. The four assessments are as follows:

a. General assessments applicable to all record owners of vacant lots
as well as lots upon which are constructed single-family or two-family dwellings and townhouses. Assessments for each unit shall be determined by dividing the total estimated costs by the existing number of units and/or lots. Said properties shall be assessable for the following purposes only:

1) The lawns, planting, maintenance, and snow removal as outlined on the Final Subdivision Plans under the definition of Common Areas.

2) The sidewalks and pedestrian ways and Beacon Hill Boulevard, in the public rights-of-way easements and in universal common areas as outlined on the Final Subdivision Plans. An assessment shall also be applicable for all necessary expenses relating to a Community Building.

3) Improvements such as drives, fences, signs and other facilities essential for the use and exterior maintenance of Common Areas.

4) Liability and Property Damage Insurance relating to the aforementioned Common Areas.

5) Reserves as deemed necessary by the Board for replacement, maintenance and or expansion of the aforementioned Common Areas, and for other needs as identified by the Board.

6) Management Services.

7) Ice and snow removal from walks, sidewalks and driveways.

8) Any applicable taxes on Common Areas or property of the Association.

9) Legal fees associated with the administration of the Association.

10) Insurance relating to the management of the Association, including Officer and Director Insurance.

b. Owner assessments applicable only to record owners of residential units in designated parcels, for needed repairs or replacement of property whose condition or appearance is not in conformance with the standards set by the Association for all dwellings or property in the community. Such assessments shall be an additional
assessment over and above that provided under section 4 (a) above and as follows:

1) Driveways and related improvements.

2) Lawns and Planting.

3) Exterior of the dwelling. In the event of an assessment for the exterior of a particular dwelling, such assessment that is for the use and benefit of a particular lot and or unit shall be levied on a pro-rata basis only against that lot and or/unit.

c. **Emergency Assessment.** The Executive Board may, by a two-thirds (2/3) vote of the Board, establish an emergency assessment for the purpose of financial obligations due to extraordinary circumstances. Examples are, but not limited to, unusual snow removal costs, sinkholes, unexpected legal fees, and such other matters for which there was no prior notice.

d. **Special Assessments.** In addition to the assessments authorized by Section 4 (a), (b), and (c), above, the Association may levy in any assessment year a special assessment applicable for the purpose of defraying, in whole or in part, capital improvements upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. **Date of Commencement of Assessments.** The assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association. The General Assessment provided for in Section 4 (a) herein, shall be paid monthly by the Member starting on the first of the month following Membership in the Association. The due date of any special assessment under subparagraphs b, c, and d hereof shall be fixed in the resolution authorizing such assessment.

Section 6. **Duties of the Executive Board.** The Executive Board of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Residential Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Written notice of the assessment shall thereupon be sent to every Member subject thereto. The Association shall,
upon demand at any time, furnish to any Member liable for said assessment a certificate in writing signed by an officer of the Association or designated management representative setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Non-Payment of Assessment. If the assessments are not paid on the due date, such assessment shall become delinquent and shall, together with such late payment fee and interest thereon and cost of collection thereof, become a continuing lien on the property. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum. The Association may bring any action at law against the Member personally obligated to pay the same or to foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing, filing and execution of the Complaint in such action including the Association attorney's fees and costs. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such assessment.

Section 9. Exempt Property. The following property subject to these Bylaws and Declarations of Covenants and Restrictions as amended shall be exempted from the assessment, charge and lien created herein:

a. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

b. All Common Areas as defined in Article I, Section 4, hereof;

c. All properties exempted from taxation by the laws of the Commonwealth of Pennsylvania, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no completed living unit devoted to dwelling use or lot upon which a living unit could be erected shall be exempt from said assessment, charges or liens.
ARTICLE IV

VOTING RIGHTS

Section 1. The Association shall have one class of voting Membership. Members shall be those owners as defined in Article I, of these Bylaws. Members shall be entitled to one vote for each Lot (or Residential Unit) in which they hold the interests required.

ARTICLE V

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each Member shall be entitled to the use and enjoyment of the common properties and facilities as provided by the following:

a. Members' Easements of Enjoyment. Subject to the provisions of Subsection 1(c) hereafter, every Member shall have a right and easement of use and enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot (or Residential Unit).

b. Title to Common Properties. Any Developer shall retain the legal title to the Developer's Common Areas until such time as it has completed improvements thereon and until such time as the Association accepts the same. Notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, not later than ten (10) years from the date of completion of fifty-one percent (51) of the properties to be developed in accordance with the site plan.

c. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

1) The right of the Association in accordance with these By-laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said areas. In the event of a default upon any such, mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members
hereunder shall be fully restored; and

2) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

3) The right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid; and

4) The right of the Association to charge reasonable admission and other fees for the use of Common Areas; and

5) The right of individual Members to the exclusive use of parking spaces; and

6) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 signed by Members entitled to cast two-thirds (2/3) of the votes of the Membership has been recorded, agreeing to such dedication, transfer, purpose or condition. Written notice of the proposed agreement and action shall be sent to every Member at least sixty (60) days in advance of any action taken.

Section 2. Any Member may delegate his rights of enjoyment in the Common Areas and Facilities to the Members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to Article III herein, to the same extent as those of the Member.

ARTICLE VI

ASSOCIATION PURPOSES AND POWERS

Section 1. The Association has been organized for the following purposes: To promote the health, safety, and welfare of the residents within the HEIGHTS OF BEACON HILL PLANNED RESIDENTIAL DEVELOPMENT, and such additions thereto as may hereafter be brought within the
jurisdiction of this Association by annexation, and for this purpose to:

a. Own, acquire, build, operate, and maintain recreation parks, playgrounds, swimming pools, golf course, commons, streets, footpaths, including buildings, personal properties incident thereto, hereinafter referred to as "Common Areas and its facilities";

b. Provide exterior maintenance for the lots and homes within The Properties as identified herein;

c. Maintain unkempt lands or trees;

d. Supplement municipal services;

e. Fix assessments (or charges) to be levied against The Properties;

f. Enforce any and all covenants, restrictions, rules and regulations and agreements applicable to The Properties;

g. Pay taxes, if any, on the common properties and facilities; and

h. Insofar as permitted by law, do any other thing that, in the opinion of the Executive Board, will promote the common benefit and enjoyment of the residents of The Properties.

Section 2. Additions to the properties described in Article I, Section 3 may be made only in accordance with the provisions of the recorded Declaration of Covenants and Restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and Membership of this Association to such properties. Where the applicable covenants require that certain additions be approved by this Association, such approval must have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3. Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article I, Section 3, and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit Associations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
Section 4. The Association shall have power to borrow only to the extent authorized under the recorded covenants and restrictions applicable to said properties. The total debts of the Association outstanding at any time shall not exceed the total of three (3) years' assessments current at that time. Authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. The quorum required for any action governed by Articles III, V, and VI of these Bylaws shall be as set forth in Article I, Section 16 herein.

ARTICLE VII

EXECUTIVE BOARD

Section 1. The Executive Board shall consist of five (5) Members. The Board of Directors shall manage the affairs of the Association. All Board members shall be members of the Association, shall live in the community, and shall have equal voting rights on the Board including the Board President.

Section 2. The terms of office shall commence on the day of the first monthly Board meeting following the annual meeting at which that Executive Board Member is elected.

ARTICLE VIII

ELECTION OF EXECUTIVE BOARD AND NOMINATIONS COMMITTEE

Section 1. Election to the Board of Directors shall be by written and/or electronic ballot as hereinafter provided. At such election, the Members or their proxies shall cast, in respect of each vacancy for which they are entitled to vote as set forth in Article VII Section 2, one vote per lot as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. To be eligible to be nominated for and serve on the Executive Board you must be a Member of the association as set forth in Article III for a period of two (2) years or have actively served on an appointed committee for a period of at least one (1) year and must reside within the community.

Section 3. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.
Section 4. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Executive Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 5. The Nominating Committee shall make as many nominations for election to the Executive Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6. The Secretary shall prepare and send notice of each meeting at which elections for the Executive Board are to be held at least thirty (30) days in advance of the meeting. The notice shall describe the vacancies to be filled and set forth the names nominated by the Nominating Committee for such vacancies.

Section 7. Persons other than those nominated by the Nominating Committee may be nominated if Members representing ten percent (10%) of the number of Members eligible to vote in the election give written notice of the intent to nominate to the Secretary at least seven (7) days prior to the date upon which the election is to take place. The notice shall be accompanied by a written consent to be nominated and executed by the nominee.

ARTICLE IX
POWERS AND DUTIES OF THE EXECUTIVE BOARD

Section 1. The Executive Board of shall have the power:

a. To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting Membership, as defined in Article III herein.

b. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem prudent.

c. To establish, levy, assess, and collect the assessments and/or charges set forth in Article III herein, and to establish, levy, assess, and collect fines as set forth in the Rules and Regulations of the Association.
d. To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the Members and their guests thereon. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to a meeting of the membership or to Members in the Declaration of Covenants and Restrictions.

e. To authorize the duties of the Secretary and/or the Treasurer to be performed by a competent vendor if approved by a majority of the Board of Directors.

f. In the event that any Member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, terminate the term of that Member and declare the office of said absent Director to be vacant.

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

a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as defined in Article XIII, Section 2.

b. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c. To administer the assessment provisions of the Declaration of Covenants and Restrictions as follows:

1) To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and at the same time;

3) To send written notice of each assessment to every owner subject thereto.
d. To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

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ARTICLE X

EXECUTIVE BOARD MEETINGS

Section 1. Meetings of the Executive Board shall be held at their discretion. The Executive Board may designate the day and hour of such meetings and no notice thereof need be given to the residents.

Section 2. Special meetings of the Executive Board shall be held when called by any officer of the Association or by any two board members after not less than three (3) days’ notice to each board member.

Section 3. The transaction of any business at any meeting of the Executive Board, however called and noticed, or wherever held, shall be valid, provided a quorum is present. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 4. The majority of the Executive Board shall constitute a quorum thereof.

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ARTICLE XI

OFFICERS

Section 1. The officers shall be a President, a Vice-President, a Secretary, and a Treasurer, all whom shall be Members of the Executive Board.

Section 2. The officers shall be chosen by majority vote of the Executive Board.

Section 3. All officers shall hold office at the pleasure of the Executive Board.

Section 4. The President shall preside at all meetings of the Board of Directors, shall establish that orders and resolutions of the Executive Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments. The President shall be an ex-officio member of all committees.

Section 5. In the absence of the President, the Vice-President shall perform all the duties of the President.

Section 6. The Secretary shall record the votes and keep the minutes of all proceedings. The Secretary shall sign all certificates of membership, keep
the records of the Association and maintain a roster of the names of all Members of the Association together with their addresses as registered by such Members as set forth in Article XIII, Section 3 herein.

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, or by the budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, and such checks and notes shall also be signed by the President or the Vice-President. The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. The Treasurer shall prepare an annual budget and an annual balance sheet statement. The budget and balance sheet statement shall be presented to the Membership at its regular annual meeting. A property management company, contracted by the Executive Board, may be tasked to assist the Treasurer with these duties under his/her supervision and review.

ARTICLE XII

COMMITTEES

Section 1. The Standing Committees of the Association shall be:

1. The Nominations Committee
2. The Maintenance Committee/Architectural Committee
3. The Communications Committee
4. The Finance Committee

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more Members and shall include a Member of the Executive Board for board contact. The Committees shall be appointed by the Executive Board prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting. Such appointment shall be announced at each such annual meeting. The Executive Board may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Maintenance/Architectural Committee shall advise the Executive Board on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall
perform such other functions as the Board, in its discretion, determines. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of the Properties and shall advise the Executive Board regarding Association action on such matters.

Section 4. The Communications Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Executive Board, make such public releases and announcements as are in the best interest of the Association.

Section 5. The Finance Committee shall supervise the annual audit of the Association’s books and recommend the annual budget and balance sheet statement to be approved by the Executive Board once presented to the membership at its regular annual meeting as provided in Article XIII herein. The Treasurer shall be an ex officio Member of the Committee.

Section 6. With the exception of the Nominations Committee, each committee shall have power to appoint a subcommittee from among its Membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 7. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints by referral to the Executive Board along with recommendations of solutions.

ARTICLE XIII

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held promptly following the adoption of the annual budget and not later than June 30 of each year.

Section 2. Special meetings of the Members may be called at any time by the President, Vice-President, the Secretary or Treasurer, or by any two or more Members of the Executive Board, or upon written request of one-fourth (1/4) of the Members eligible to vote.

Section 3. The Secretary shall give notice of any meetings to the Members. Notice may be given to the Members either personally, by sending a copy of the notice through the mail to their address appearing on the books of the Association or by electronic means.

Each Member shall register their address with the Secretary. Notices of meetings shall be sent at least six (6) days in advance of the meeting and shall be set forth in general the nature of the business to be transacted. If
the business of any meeting shall involve an election governed by Article VIII or any action governed by the Declarations of Covenants and Restrictions applicable to The Properties, notice of such meeting shall be given or sent as therein-provided.

ARTICLE XIV

CONDUCT OF MEETINGS

Section 1. The President (or in his absence, the Vice President) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in the minute book and/or electronic file all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then-current edition of Robert’s Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

ARTICLE XV

PROXIES

Section 1. At all meetings of the Membership, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond the meeting of its indicated use. Every proxy shall automatically cease upon sale by the Member of their home or other interest in the properties.

ARTICLE XVI

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable hours, be subject to the inspection of any Members.

ARTICLE XVII

CORPORATE SEAL

Section 1. The Association shall have a seal in circular form having within its circumference the words: Heights of Beacon Hill Planned Community Homeowners’ Association, Inc. t/d/b/a Heights of Beacon Hill Homeowners’ Association.
ARTICLE XVIII

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the Members, by a two-thirds (2/3) vote of the Members present in person or by proxy. Any matter governed by the Declaration of Covenants and Restrictions applicable to the Properties shall be amended as provided in such covenants and restrictions.

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 of Covenants and Restrictions applicable to The Properties referred to in Section 1 and these By-laws, the Declaration of Covenants and Restrictions shall control.

ARTICLE XIX

MISCELLANEOUS

Section 1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if hand delivered or if sent prepaid by United States mail (a) if to a Member, at the address that the Member shall designate in writing and file with the Secretary or, if no such address is designated, at the last known address of such Member or, the address of the Unit of such Member or by email upon authorization of a Member to receive email communications, and (b) if to the Association, the managing agent, or to the Executive Board, at the principal office of the Association or managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section. If a Unit is owned by more than one (1) Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder, but only one Person shall be entitled to vote.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.
EXHIBIT A

HEIGHTS OF BEACON HILL HOMEOWNERS ASSOCIATION, INC.

RESALE CERTIFICATE

As required by Section 5407 of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (“Act”)

Date: ______________________, 20_____.

Resale Unit No. ____________, Heights of Beacon Hill, A Planned Community (“Planned Community”)

Heights of Beacon Hill Homeowners’ Association, Inc. (“Association”) hereby provides the information set forth below, together with a copy of the Declaration of Planned Community Heights of Beacon Hill Planned Community, the First Amendment to Declaration of Planned Community, Heights of Beacon Hill Planned Community, (“Declaration”) and the Bylaws of the Heights of Beacon Hill Homeowners’ Association, Inc. (“Bylaws”), in accordance with Section 5407 of the Act pursuant to the request of ______________________ (“Seller”), who intends to resell the above-described Unit to ______________________ (“Purchaser”).

Information Required by Section 5407 of the Act

1. Restraints on Alienation. The Declaration contains no right of first refusal or any other restraint on the free alienability of the Unit that would affect the proposed resale of the Unit.

2. Assessments and Surplus Funds.
   a. The current monthly/quarterly/annual Common Expense assessment for the Unit is $__________________.
   b. The amount of any unpaid Common Expense assessment currently due and payable for the period from _________________ until _______________, is $__________________.
c. The amount of any unpaid special assessment currently due and payable is $__________________.

d. The amount of any surplus funds credited to the Unit to be applied to reduce future assessments in accordance with Section 5313 of the Act is $__________________.

3. **Other Fees.** Other fees due and payable by Purchaser at Settlement are as follows:

   a. ______________________________________

4. **Capital Expenditures.** Capital expenditures proposed by the Association for the current fiscal year and the succeeding two (2) fiscal years are as follows:

   a. Fiscal year 20__: $______________.

   b. Fiscal year 20__: $______________.

   c. Fiscal year 20__: $______________.

5. **Capital Reserves.** The Association has accumulated reserves for capital expenditures in the amount of $________________. Of this total reserve amount, the amounts set forth below have been designated for the specific capital projects described below:

   ___________________________________________________________

   ___________________________________________________________

6. **Association Financial Statements.** The most recently prepared balance sheet and income statement for the Association, if any, are attached hereto, and the Purchaser acknowledges receipt of the same.

7. **Current Operating Budget.** The current operating budget for the Association, if any, is attached hereto, and the Purchaser acknowledges receipt of the same.

8. **Judgments; Lawsuits.** The following is a statement of any judgments against the Association and the status of any pending suits to which the Association is a party:

   ___________________________________________________________

   ___________________________________________________________

9. **Insurance.** The Association has obtained insurance coverage as required by Section 5312 of the Act, including liability insurance as described in Section 18 of the Declaration.
10. **Alterations and Improvements.** The Executive Board of the Association has the following knowledge of any alterations or improvements to the Unit or to the Limited Common Elements appurtenant, if any, thereto in violation of any provision of the Declaration:

______________________________________________________________________________
______________________________________________________________________________

11. **Government Regulations; Environmental Matters.** The Executive Board of the Association has no knowledge of any violation of applicable government regulations or of any hazardous conditions with respect to the Unit or the Limited Common Elements appurtenant thereto, if any, pursuant to Section 5402(a)(27) of the Act.

12. **Leasehold Estates.** There are no leasehold estates affecting the Planned Community.

13. **Cumulative or Class Voting.** The Declaration does not provide for either cumulative or class voting.

14. **Termination.** There are no agreements to terminate the Planned Community that have been submitted to the Unit Owners and remain outstanding.

WITNESS: HEIGHTS OF BEACON HILL PLANNED COMMUNITY HOMEOWNERS’ ASSOCIATION, INC. T/D/B/A HEIGHTS OF BEACON HILL HOMEOWNERS’ ASSOCIATION

By: ________________________________
Title: ________________________________
Date: ________________________________

**Attachments:**

Declaration and Amendments thereto
Bylaws and Amendments thereto
Current balance sheet and income statement, if any
Insurance Certificate(s)