

**REVISED BYLAWS
OF
THE ALLENVIEW HOME OWNERS ASSOCIATION**

THESE BYLAWS, made this ___ day of _____2021, by the undersigned persons constituting all of the members of the Board of Directors of The Allenview Home Owners Association (Association), a Planned Community under the laws of the Commonwealth of Pennsylvania, as representatives of the entire Association.

**ARTICLE I
PURPOSE OF BYLAWS**

1.1 These Bylaws and the Revised Declaration of Covenants and Regulations have been adopted to supersede, replace and amend all existing Bylaws and Declarations of the Association, including, but not limited to, the previous Bylaws and Declaration, by a verified vote of at least two-thirds (2/3) of the Living Unit Owners (one (1) vote per Living Unit) in accordance with Article IX, Section 1 of the previous Declaration of Covenants and Restrictions. Verified by the attached affidavit. The Bylaws only require a vote of a majority of Living Unit Owners at a properly held meeting with a quorum, per Article XVII Section 1 of the Bylaws. However, neither document can stand alone in passage, therefore both documents must be adopted to ensure less conflict between the documents. Therefore, the proposed vote is for both documents to be adopted and the two-thirds (2/3) majority vote shall apply to both documents.

1.2 Purpose of these Bylaws is to prevent confusion and eliminate inconsistencies and conflicts between the previous Bylaws and Declaration.

ARTICLE II

DEFINITIONS

2.1 Purpose. The purpose of the definitions is to prevent confusion and explain the intent of the terms.

2.2 Bylaw. An ordinance or law adopted by the Association for its internal governance. Bylaws define the rights, powers and obligations of various officers, board members, and members of the Community within the Association structure; provides ordinances or laws for voting, calling meetings, assessments, committees; insurance and the like. Bylaws are similar to articles in a constitution that deal with the structure and powers in the Association.

2.3 Regulation. An order, having the force of law, prescribed and adopted for the management or governance of the Community; a principal for the health, welfare, aesthetics, benefit (economic or otherwise) and safety of the Community, as determined by the Association members, in their sole discretion; An order governing what Living Unit Owners can and cannot do in regards to their Living Unit/Lot. An example of a Regulation would be “Living Unit Owners shall not plant Birch trees in front of their dwelling” or “Owners shall only place their trash at the curb of their property no earlier than 5:00 p.m. the night before pickup.”

2.4 Rule. An established standard, guide or policy adopted by a majority of the Board for the purpose of guiding the conduct or action of the Board and for managing the affairs of the Association. This shall include but not be limited to: hiring workers, purchasing supplies, filing law suits, contacting agencies, assessing penalties and fees for late payments and noncompliance of Regulations, a principal established by the Board prescribing or directing action or forbearance. Examples include the following: the Board passes a Rule to “Establish a committee to look into overseeing all aspects of the functioning of the pool and upon their findings, change

rules to swim at your own risk and not hire lifeguards,” or “There is a dollar late fee for assessments not paid within thirty (30) days of the due date,” or “The Board determines that the Association should have a website for information distribution and that the Association General and Special Meeting minutes should be posted on the website.”

2.5 Association. Association shall mean and refer to The Allenvue Home Owners Association, Inc. (HOA) or Planned Community.

2.6 Bylaws. Bylaws shall mean and refer to the document that sets forth the power, governing and organizational structure, duties and obligations, of the Association and its members, officers and Board of Directors.

2.7 Common Property. Common Property shall mean and refer to only those areas of land shown on any recorded subdivision plot of The Property and intended to be devoted to the common use and enjoyment of the owners of The Property, and may include the land and improvements for streets, easements, parks, playgrounds, swimming pools, pedestrian-ways, and any buildings, structures or appurtenances.

2.8 Dues. Dues shall mean the amount due each year by the Owner of a Living Unit, that is established by the Association each year according to the Bylaws. The payment of dues is equally divided into twelve (12) monthly payments.

2.9 Limited Common Property. Limited Common Property shall mean and refer to the portions of the Common Property allocated for the exclusive use of one or more Living Unit Owners, but fewer than all the Living Unit Owners.

2.10 Living Unit. Living Unit shall mean and refer to any portion of a building situated upon The Property designed and intended for use and occupancy as a residence by a single family as well as the Lot upon which it is built.

2.11 Lot. 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.

2.12 Living Unit Owner. Living Unit Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Property, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.13 Member. Member shall mean and refer to every person(s) or entity who is a record holder of any Living Unit which is subject by covenants of record to assessment by the Association. All those Living Unit Owners who are members of the Association as provided in the Bylaws.

2.14 Single-Family Detached Dwelling (Single-Family). Single-Family Attached Dwelling shall mean a building used by one (1) family, having only one (1) living unit and two (2) side and one (1) back yard.

2.15 Single-Family Semi-Detached Dwelling (Duplex). Single-Family Semi-Detached Dwelling shall mean a building with two (2) living units, each used by one family, sharing a party wall and front, side and back yards.

2.16 Single-Family Attached Dwelling (Townhouse). Single-Family Attached Dwelling shall mean a Living Unit used by one (1) family and having one (1) end unit or two (2) party walls in common with other Living Units.

2.17 The Property. The Property shall mean and refer to all such existing Property, as set forth in Section 1.1 of the Revised Declaration of the Covenants and Regulations.

2.18 The Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act") governs the creation, management, and regulation of all planned communities in the state of Pennsylvania

ARTICLE III PLAN OF OWNERSHIP

3.1 Submission. The Property, known as "Allenview", a Planned Community, a flexible residential planned community ("Planned Community"), located in Upper Allen Township, Cumberland County, Pennsylvania was submitted under the provisions of the Uniform Planned Community Act, 68 Pa. C.S.A. §§5101 et seq. ("Act") by the Declaration and shall be governed by these Bylaws, the Revised Declaration of Covenants and Regulations, and the Act.

3.2 Applicability. The provisions of these Bylaws are applicable to the Planned Community and all improvements and structures theretofore or hereafter constructed, including the Living Units, Lots, and Common Elements, as well as all easements, rights or appurtenances, thereto belonging and the use, occupancy, sale and all other transfers. All Living Unit Owners, all occupants or users of the Lots, to include any improvement erected thereon, and the agents and servants of any of them are subject to the provisions of the Plats and Plans, Bylaws, Regulations and Rules as may be issued, from time to the time, by the Board governing the details of the use and operation of the Association and all applicable laws of the Commonwealth of Pennsylvania.

3.3 Personal Application. All present and future Living Unit Owners, tenants, future tenants, their guests, licensees, servants, agents, employees, and all other person or persons that shall be permitted to use the facilities of the Association, shall be subject to these Bylaws, Regulations and to the Rules as may be issued by the Association's Board of Directors. Acquisition, rental or occupancy of any Living Unit, Lot (to include any improvement constructed thereon) in the Association shall constitute an acknowledgment that said Living Unit Owner or occupant has accepted and ratified these Bylaws, Regulations and Rules of the Board, and the Living Unit Owner or occupant shall comply with these Bylaws, Regulations and Rules of the Association.

3.4 Living Unit Boundaries/Identifying Number. Each Living Unit shall contain all space, fixtures and improvements within the boundaries of the Lot and are part of the Lot. Each Living Unit within the Association shall have an Identifying Number for each Living Unit. With respect to the total number of Living Units within the Association, relocation of the boundaries between Lots (subdivision or re-subdivision) shall not be permitted.

3.5 Limited Common Property. There is Limited Common Property within the Association.

3.6 Common Property and Easements. The Common Property and Additional Easements are identified on the Plats and Plans and copies are maintained by the Upper Allen Township, Cumberland County, PA or Geographic Information System office of Cumberland County, Pennsylvania.

ARTICLE IV
THE ALLENVIEW HOME OWNERS' ASSOCIATION

4.1 Association. The Allenview Home Owners Association, which is a Pennsylvania non-profit corporation, was constituted by and shall be comprised at all times of the Living Unit Owners, or their assigns.

4.2 Powers of the Association. The Association shall have the specific powers granted in Act 68 Pa. C.S.A. §§5302.

4.3 Membership. Every person or entity who is a record owner of any Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that such entity who holds such interest merely as a security for performance of an obligation shall not be a member. The rights of membership are subject to the payment of dues, fines, and special assessments levied by the Association. The obligation is imposed upon each Living Unit owner within The Properties who hereby covenants by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and pay the Association.

4.3.1 Delinquent. If a member becomes more than ninety (90) days delinquent in paying their Association dues, they become ineligible to vote or use the common facilities, including the pool and tennis courts.

4.4 Voting and Proxies.

4.4.1 Voting Strength. With respect to the affairs of the Association, including the election of the Board members, each Living Unit shall have one (1) vote.

4.4.2 Multiple Owners of Living Units. If only one of the multiple Owners of a Living Unit is present at a meeting of the Association, he or she is entitled to cast the vote allocated to that Living Unit. If more than one of the multiple Owners are present for said Living Unit, the vote allocated to the Living Unit may be cast only in accordance with their unanimous agreement. If the vote for said Living Unit is not unanimous, the vote will not be counted. There is unanimous agreement if any one of the multiple owners cast the vote allocated to the Living Unit without protest being made promptly to the person presiding over the meeting by any other Owner of said Living Unit.

4.4.3 Proxies. The vote allocated to a Living Unit may be cast pursuant to a written proxy duly executed by the Living Unit Owner. If the Living Unit is owned by more than one person, each Owner of the Living Unit may register a protest to casting the vote by the other Owner or Owners of the Living Unit through a duly executed proxy. A Living Unit Owner may not revoke a proxy given pursuant to this Section except by actual written notice of revocation to the person presiding over the meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after it is issued.

4.4.4 Cumulative and Class Voting. There shall be no cumulative or class voting permitted.

4.4.5 Lots or Living Units Owned by Association. No vote allocated to a Lot or a Living Unit owned by the Association may be cast.

4.5 Registered Office. The registered office of the Association shall be located 3 N. Baltimore Street, Dillsburg, PA 17019, but thereafter maybe located at such other suitable and convenient place or places as shall be permitted by law and designated by the Board.

4.6 Member Meetings.

4.6.1 Annual Meeting. An Annual Meeting of the Association shall be held each year during the last three (3) months of the calendar year. The meeting shall be held at a time and place designated by the Board. Any officer of the Board shall cause written notice to be hand-delivered or sent postage prepaid by United States mail, of the Annual Meeting to the mailing address of each Living Unit or to any other mailing address designated in writing by the Living Unit Owner. Said notice shall not be fewer than ten (10) days or greater than sixty (60) days in advance of the Annual Meeting. The notice of any Annual Meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendments to the Declaration of Covenants and Regulations or Bylaws, if any.

4.6.2 Special Meetings. A Special Meeting of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by any officer of the Board or upon petition signed by thirty-five percent (35) percent of the votes of the Living Unit Owners and presented to the Secretary. Such petition shall state the purpose or purposes of the proposed Special Meeting. No business shall be transacted at the Special Meeting except as stated in the notice. Notice of the Special Meeting, to include the content of the meeting, shall be the same as required for an Annual Meeting.

4.7 Quorum. A quorum of the Association shall be deemed present throughout any meeting of the Association if persons entitled to cast thirty (30) percent of the votes which may be cast for election of the Association's Board are present in person or by proxy at the beginning of the meeting.

4.8 Agenda. The Board shall set an agenda for a subsequent meeting or Special Meeting to take action on any and all proposals. Passage shall require fifty (50) percent of votes entitled to be cast by eligible Living Unit Owners present in person or proxy at a meeting of this Association at which a quorum was present at the beginning of the meeting.

4.9 Order of Business. The order of the agenda at the Annual Meeting of the Association shall, be as follows:

- Call of the roll and certification of proxies.
- Proof of notice of meeting and waiver of notice.
- Reading and approval of any unapproved minutes.
- Receiving reports of officers.
- Receiving reports of committees, if any.
- Election of inspector of election, if necessary.
- Election of Board members, if necessary.
- Old Business
- New Business
- Adjournment

4.10 At all meetings of the Association, The Modern Rules of Order, 5th Edition, by Donald A. Tortorice, shall be followed.

ARTICLE V

BOARD OF DIRECTORS

5.1 Number of Members. The affairs of the Association shall be governed by the Board, which shall be comprised of nine (9) directors who are homeowners and live in the Allenvue Planned Community and are not delinquent in payment of dues/fees, each serving staggered terms of three (3) years. Only one (1) member per Living Unit may serve on the Board at any one time.

5.2 Election and Term of Office. At the Annual Meeting, members shall elect three (3) directors for a term of three (3) years. All members elected to the Board shall serve until his or her successor is duly elected or until his or her death, removal or resignation. A Board member may serve an unlimited number of terms.

5.3 Compensation. No member of the Board shall receive compensation for services as a member of the Board. Board members shall be reimbursed for any reasonable expenses they forward on behalf of the Association with valid receipt.

5.4 Resignation and Removal. Any member of the Board may resign from the Board at any time by written notice to the Board. In the event that any member of the Board shall be absent for 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, declare the office of said absent Director to be vacant. Any member may be removed from the Board with or without cause by the affirmative vote of the members of the Association entitled to cast at least seventy-five (75) percent of the votes at the Annual Meeting or a Special Meeting of the Association duly called and held for such purpose. If a member of the Board who is also a Living Unit Owner shall cease being a Living Unit Owner, such member shall be removed from the Board.

5.5 Filling Vacancies. Any vacancy or vacancies on the Board caused by death, resignation, removal from office or otherwise, may be filled by the remaining members of the Board at a regular meeting or a special meeting duly called for that purpose, the successor to serve the balance of the term so filled.

5.6 Regular Meeting of the Board. The Board may hold regular meetings at such time and place as shall be designated by a majority of the Board. Such meetings shall be held at least once every three (3) months, and there shall be a meeting of

the Board at least thirty (30) days prior to the Annual Meeting of the Association at which meeting of the Board, the budget for the Association shall be adopted for the forth coming year, subject to approval by vote of a majority of the Living Unit Owners present or by proxy at the Annual Meeting.

5.7 Special Meeting of the Board. Special meetings of the Board may be called by the President or may be called upon by the same written request of any two (2) members of the Board (The same written request must be signed by all requesting members). The President shall call the Special Meetings, by written notice, not less than five (5) days nor more than ten (10) days after receipt of such request and shall designate the time and place of said meeting. No business shall be transacted at the meeting other than as specified in the notice thereof.

5.8 Electronic Meeting of the Board. The transaction of any business at an Electronic Meeting for any meeting other than the regularly scheduled Board of Directors meeting, at which some of the participating members are physically present in one room and where some of the participating members communicate with others through electronic means, i.e., internet, Zoom, Microsoft Teams, telephone, shall be as valid as though made at a meeting of the Board of Directors as long as there is a majority of Board members participating in the meeting and at a minimum, conditions of opportunity for simultaneous aural communication exist among all participating members equivalent to those of meetings held in one room or area. All board member participants in the electronic meeting have voting privileges and a majority vote is required to approve a motion.

5.9 Emergency Meeting of the Board. The President, or if the President is incapacitated, the Vice President, may call an Emergency Meeting without notice for the purpose of expending funds for emergencies or disasters, or for coordinating community activities and work to repair the community prior to, during or after an emergency or disaster. A majority of the Board must be present at the Emergency

Meeting and minutes, accounting and/or receipts shall be compiled by the Secretary and Treasurer after thirty (30) days have passed from the end of the emergency or disaster. Emergency and Disasters, include but are not limited to: Tornadoes, Wind Storms, Blizzards, Floods, Fires, Sink Holes, Earthquakes, Hurricanes, War, Pandemics, Terrorist Acts, Nuclear, Biological or Chemical Event, or other Acts of God. If no quorum is possible because of incapacity of Board Members due to the Emergency or Disaster, the President may act unilaterally, or the next highest ranked officer may act unilaterally if the President is incapacitated. In a declared emergency the Board may transact any and all business electronically. Moreover, during a declared emergency the necessity of having public meetings or meeting sunshine laws are suspended. Thorough minutes of the meeting or actions shall be posted on the website once the declared emergency is over or sooner if the Board decides they can go back to normal operations during the emergency.

5.10 Web-Notices. Written notice of the meetings of the Board shall be posted on The Allenvue Home Owners Association website and at least three (3) days prior to each special meeting. No web notice requirement is needed for an Emergency Meeting.

5.11 Waiver of Notice. Before or after any meeting of the Board, whether regular or special, any member may in writing, waive notice of such meeting. Attendance by a member at any meeting of the Board shall likewise constitute a waiver of such notice. If all members are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law or these Bylaws.

5.12 Quorum. A quorum is deemed present throughout any meeting of the Board if one-half (1/2) of the members of the Board are-present at the beginning of the meeting. If at any meeting of the Board, there are less than a quorum present, the members present may adjourn the meeting and set a new date for the meeting, and

at such rescheduled meeting at which a quorum is present, any business that might have been transacted at the cancelled meeting may be transacted without further notice to any member.

5.13 Voting. At all Emergency, Regular or Special Meetings of the Board, each member, including the President of the board, shall be entitled to cast one (1) vote, and a majority vote of the Board at any meeting at which a quorum is present shall bind the Board and Association, except as otherwise provided herein. In case of a tied vote, the President votes again to break the tie. Passage of a Rule requires a majority vote of the present Board members at any meeting at which a quorum is present.

5.14 Action by Consent. If a majority of members of the Board shall consent in writing to any action to be taken by the Board, such action shall be as valid an action of the Board as though it has been authorized at a meeting of the Board.

5.15 Report of the Board. The Board shall present at each Annual Meeting of the Association, and when called for by a vote of the Association at any Special Meeting of the Association, a full and clear statement of the business and condition of the Association.

5.16 Fidelity Bonds. The Board may require all officers, agents and employees, if any, of the Association handling or responsible for funds to furnish adequate fidelity bonds. The premium on such bonds is deemed to be a Common Expense and shall be paid by the Association. In addition, the Association shall purchase Director and Officer Insurance that covers all Board Members.

ARTICLE VI
OFFICERS OF THE BOARD OF DIRECTORS

6.1 Principal Officers. The principal officers of the Association's Board of Directors shall be President, Vice President, Secretary and Treasurer. All officers shall be collected from current Board members. An officer may succeed himself or herself without limitation and an officer except the President may hold more than one office simultaneously.

6.2 Election and Term. The officers of the Association shall be elected annually by the Board at the first meeting following the Annual Meeting, and they shall hold office for a term of one (1) year and until their respective successors are elected. The Board may appoint such other officers as it deems necessary who shall serve at the pleasure of the Board.

6.3 Resignation, Removal and Vacancies. Any officer may be removed with or without cause at any regular meeting of the Board, or at any special meeting called for that purpose, upon the affirmative vote for removal of the officer by all of the other members of the Board. Any officer may resign at any time by written notice to the Board, such resignation to become effective at the next Board meeting. Any Board member who resigns or who is removed from the Board shall also be deemed to have resigned or have been removed from any office he or she may have held. If any office becomes vacant for any reason the vacancy shall be filled by the Board, the successor to serve the balance of the term so filled.

6.4 Duties of Officers.

6.4.1 President. The President shall be the chief officer of the Association and shall preside at all meetings of the Association and the Board. He or she shall have general and active management of the business of the Association

and shall see that all order, regulations and resolutions of the Board are carried into effect. He or she shall have the power to execute and deliver deeds, contract and other instruments in the name of and on behalf of the Association, except as when such documents are required and permitted by law to be otherwise executed, and except when the execution thereof shall be delegated by the Board to another officer or agent of the Association. In an Emergency or Disaster, the President shall have plenary powers to conduct any and all necessary and proper business for the Association, including but not limited to, taking unilateral action without board approval if he or she deems, he or she does not have time to get Board approval or a quorum is unavailable. However, if it is possible the President should attempt to notify the board of his or her actions as soon as possible and attempt to conduct business as normal as possible.

6.4.2 Vice President. The Vice President shall have all powers the President of the Association has if the President is incapacitated. The Vice President may be assigned additional duties by a vote of a majority of the Board. The Vice President may additionally be the Chairperson of any Committee established by the Board.

6.4.3 Secretary. The Secretary shall attend all sessions of the Board and all meetings of the Association and record or cause to be recorded all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the Association, the Board and committees and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep up-to-date, a complete list of Living Unit Owners and their last known post office address. This list shall be opened to inspection to all Living Unit Owners and other persons lawfully entitled to inspect the same at reasonable business hours.

The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing minutes of all the Annual and Special Meetings of the Association and all meetings of the Board including resolutions. If the Secretary is a member of the Board, in the absence or the disability of the President and Vice President, the Secretary shall perform the duties and exercise the power of the President and shall perform such other duties as the Board may prescribe. If neither the President, Vice President nor the Secretary is able to act, the Board shall appoint a member of the Board to do so on an interim basis. The Secretary shall be responsible for sending out all noncompliance notices to Living Unit Owners and track and report if, and when, the Living Unit Owner complies with the Bylaws and regulations of the Association.

6.4.4 Treasurer. The Treasurer shall have oversight of all funds and securities. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belonging to the Association and to deposit all monies, checks and other valuable effects of the Association in the name and to the credit of the Association, including said designee, in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse or cause to disperse the funds of the Association as may from time to time be ordered by the Board or by the President, making proper vouchers for such disbursements, and shall render to the President and the Board at the regular meetings of the Board or whenever they or either of them shall require, an accounting of the financial condition of the Association. If required by the Board, he or she may give a fidelity bond, the premium paid as a Common Expense, in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of this office and for the restoration, in case of his or her death, resignation, retirement or removal from office, all books, papers, vouchers/money and

other property of whatever kind in his or her possession or under his or her control. The Treasurer shall be responsible to have prepared and filed all necessary tax returns.

6.4.5 Other Offices. Any other officer designated by the Board shall have such duties as may be determined by the Board.

6.5 Compensation. The officers shall receive no compensation. Officers shall be entitled to be reimbursed for all expenses reasonably incurred in the discharge of their duties. Any such compensation or reimbursement of expenses shall be a Common Expense.

6.6 Liability of Board and Officers. Members of the Board and Officers of the Association:

6.6.1 Shall not be liable to the Living Unit Owners as a result of their activities as a Board Member or as an Officer or for any mistakes of judgment, negligent or otherwise, in law or equity, except for willful misconduct, or gross negligence or criminal behavior;

6.6.2 Shall have no personal liability of any and all kinds, by contract theory to the Living Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as a Board Member or as an Officer;

6.6.3 Shall have no personal liability in tort of any and all kinds to a Living Unit Owner or any other person or entity directly or imputed, by virtue of acts performed by them or for them, in their capacity as such a Board Member or as an Officer;

6.6.4 Shall have no personal liability arising out of the use, misuse or condition of The Property by any Living Unit Owner or any other person or entity, or for any and all liability which might in any way be assessed against or imputed against them as a result or by virtue of their capacity as a Board Member or as an Officer.

6.5 Indemnification of the Board and Officers. The Association shall indemnify and hold harmless every Board member and Officer of the Association, his or her heirs, agents and personal representatives, from any and all personal liability and all expenses including counsel fees incurred or imposed, arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to which he or she may be or be threatened to be made a party, by reason of his or her being or having been an Board Member or Officer of the Association, except to the extent that such liability or expense shall be attributable to his or her gross negligence or willful misconduct. In the event of a settlement, such indemnification shall be provided only if the Board shall have approved such settlement. Such right of indemnification shall not be exclusive to other rights to which such Board Member or Officer may be entitled. All indemnification paid by the Association and any cost or expenses incurred by the Board or the Association in connection herewith shall be deemed to be a Common Expense. The Association shall not be obligated to indemnify any Living Unit Owner who is or has been a Member of the Board or Officer of the Association with respect to any duty or liability obligation assumed or incurred by the sole virtue of his or her Living Unit Ownership.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers and Duties. The Board shall have and shall execute all lawful powers and duties necessary and proper for the administration of the affairs of the Association, and may do and take all such actions or measures except as prohibited by law or these Bylaws. Such powers and duties of the Board shall include, but shall not be limited to the following:

7.1.1 To provide for the acquisition, construction, management, operation, care, upkeep, maintenance, improvement, renovation and replacement of Common Property except to the extent specifically imposed upon the individual Living Unit Owners.

7.1.2 Determination and payment of the Common Expenses of the Association. The Board shall have the right to make final determination of any claim or dispute by or with Living Unit Owner(s) as to whether any charge or expense applies against the Living Unit Owner(s) rather than the Common Expenses and such determination shall be final, conclusive and binding.

7.1.3 Establishment, maintenance and collection and disbursement from assessments and dues received from the Living Unit Owners, including, without limitation, amount for working capital to meet operating expenses, a general operating reserve, a Reserve Fund for improvements and replacements and such special assessments as may become necessary to make upon any deficit in the dues or assessments for any prior year. The Board may designate and compensate an attorney, agent or independent contractor for the purpose of collecting all charges including dues and

assessments and for the purpose of making disbursement there from on behalf of the Board.

7.1.4 Power to create and enforce policy.

7.1.5 Employment and dismissal of personnel necessary for the Association.

7.1.6 Opening of bank or financial accounts, loans, mortgages and /or issuing bonds on behalf of the Association and designating the signatories required therefore.

7.1.7 The Board shall order and conduct an audit of all books and financials at a minimum of every two (2) years.

7.1.8 Purchasing of Living Units at foreclosure or other judicial sales in the name of the Board or its designee, corporate or otherwise, on behalf of all Living Unit Owners, and accomplishing any and all actions necessary or incidental thereto.

7.1.9 Selling, leasing mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with the Living Unit(s) acquired by the Association, and subleasing Living Units(s) leased by the Board or its designee or on behalf of all Living Unit Owners.

7.1.10 Making all repairs, additions and improvements to or alterations or restorations to the Association or to the Property in accordance with the provisions of these Bylaws, including those necessitated by damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

7.1.11 The Board shall have the power to enforce obligations against or for the Living Unit Owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Association, including but not limited to: the right to place fines for noncompliance against Living Unit Owners, bring lawsuits and recover attorney fees, costs and fines to enforce the Bylaws and Regulations promulgated by the Board, to place liens and enforce any money judgments awarded.

7.1.12 The President of the Board shall have the power to appoint the members of the Architectural Control Committee (ACC) as described in Article XI.

7.1.13 The Board may, employ a managing agent or manager for the Association at a compensation to be established by the Board, to perform such duties and services as the Board shall authorize.

7.1.14 The Board shall establish Rules for the use of the Common Property.

7.1.15 The Board shall have the power and duty to obtain and maintain insurance relating to the Association, including, but not limited to Director and Officers' liability coverage.

7.1.16 The Board shall have the power and authority to do all acts and any and all things as are necessary or incidental to the implementation, enforcement, or furtherance of the terms and provisions of the Act, Bylaws, Regulations and Rules.

7.2 Complaints. It shall be the duty of the Board of Directors to receive complaints from Members on any matter involving the Association functions, duties, and activities within its field of responsibility. The Board shall discuss the issues presented and shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented. The member may attend the Board Meeting to present concerns. Complaints may be turned over to mediation or arbitration if voted on by a majority of the Board in an attempt to amicably resolve any dispute. However, the Board may also reject mediation or arbitration if they believe that the Magisterial District Justice office or the Cumberland County Court of Common Pleas is the proper venue.

ARTICLE VIII COMMITTEES

8.1 The Standing Committees of the Association shall be:

- The Nominating Committee
- The Election Committee
- The Architectural Control Committee
- The Recreation Committee
- The Pool Committee
- The Maintenance Committee
- The Publicity Committee
- The Financial Committee

8.2 Committee. Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more Members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the President of the Board of Directors at the first Board meeting after the Annual Meeting to elect the Board of Directors. The committee members will serve from

that meeting until the first Board meeting after close of the next yearly annual meeting to elect the Board of Directors. The President of the Board of Directors may appoint such other committees as he or she deems desirable.

8.3 Nomination Committee. The Nomination Committee shall have the duties and functions described in Article IX.

8.4 Election Committee. The Election Committee shall have the duties and functions described in Article X.

8.5 Recreation Committee. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

8.6 The Pool Committee. The Pool Committee shall advise the Board on all matters pertaining to the operation of the pool including review of standard operating procedures, review the facilities and to identify where improvements can be made. The Committee meets on an as needed basis.

8.7 The Maintenance Committee. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair, or improvement of the Common Property and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

8.8 Architectural Control Committee. The Architectural Control Committee shall have the duties and functions described in Article XI.

8.9 Publicity Committee. The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the

Board of Directors, make such public releases and announcements as are in the best interests of the Association. This committee is in charge of social media the Association uses to provide information and update Members.

8.10 Financial Committee. The Financial Committee shall approve the annual budget and balance sheet statement to be presented to the membership at its regular Annual Meeting as provided. The committee oversees and reviews the audit process and results. The treasurer shall be an ex officio member of the Committee.

ARTICLE IX

ELECTION OF DIRECTORS; NOMINATING COMMITTEE

9.1 The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the President of the Board of Directors at the first Board meeting after each annual meeting of the members to serve from that date until the first Board meeting after close of the next annual meeting.

9.2 Nominations for election to the Board of Directors shall be made by a Nominating Committee and may also be submitted to the committee by Living Unit Owners. This committee shall be one of the Standing Committees of the Association.

9.3 The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be eligible Members, as the Committee in its discretion shall determine.

ARTICLE X
ELECTION OF DIRECTORS; ELECTION COMMITTEE

10.1 Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, eligible members or their proxies may cast, their written ballot by the designated date. The names receiving the largest number of votes shall be elected.

10.2 All elections to the Board of Directors shall be on written ballot which shall:

10.2.1 Describe the vacancies to be filled;

10.2.2 Set forth the names of those nominated by the Nominating Committee for each such vacancy;

10.2.3 Contain a space for write-in votes by the members for each vacancy. Such ballots shall be prepared and mailed by the Secretary or designee to the eligible Members at least fourteen (14) days in advance of the date set forth in which the ballot shall be returned.

10.3 Each eligible member shall receive as many ballots as they have votes. Notwithstanding that a Member may be entitled to several votes, they shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the Member is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member, the number of ballots

being returned, and such other information as the Board of Directors may determine will serve to establish the right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address listed on the ballot information sheet sent with ballots.

10.4 Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On the day that the ballots are counted, the external envelopes containing the “Ballot” envelopes shall be turned over, unopened to an Election Committee, appointed by the President of the Board which shall consist of the Secretary of the Board and at least two (2) eligible Members who are not on the Board and are not nominated or running for election. Such procedure shall be taken in a manner that only eligible Member ballots are counted. The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the “Ballot” envelopes and the counting of the votes. If any “Ballot” envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. The votes shall be tallied. Immediately after the announcement of the results, unless a review of the procedure is demanded by the Members present, the ballots and the outside envelopes shall be destroyed.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE (ACC)

11.1 Purpose. The overall objective of the ACC is to make recommendations to the Board of Directors in order to maintain the integrity of The Allenvue Community by ensuring that all architectural changes and exterior alterations are in compliance with the requirements set forth in the Governing Documents. The ACC regulates any construction, the external appearance, and property improvements in

such a manner to best preserve and enhance values and maintain a harmonious relationship among the homes in each section of the community.

11.2 Committee Composition. The ACC is composed of three or more eligible members of the Association, including a current member of the Board, all of whom are appointed by the President of the Board after each Annual Meeting of the Members and serve from the close of the Annual Meeting until the close of the next Annual Meeting. The committee meets monthly, typically the week before the Board of Directors meeting. Minutes and attendance are recorded by a member of the committee and forwarded to the Administrative Manager before the next Board meeting. The committee chairperson or designee is responsible to schedule the meetings, chair the meetings, liaison with the Administrative Manager and Board of Directors and notify the homeowner of final decisions made by the Board.

11.3 Functions of the ACC.

11.3.1 Review all Allenview Home Owners Architectural Approval Requests and either recommend, approve, or deny the requests. The ACC decision or recommendation is then presented to the Board at the next Board meeting where the final decision is made. Exception: The ACC may independently approve “like” replacements without review by the Board.

11.3.2 Each committee member is assigned a section of the neighborhood for which they are to monitor for problems and non-compliance of the Revised Declaration of Covenants and Regulations.

11.3.3 Check property for any problems and report to Administrative Manager for documentation on resale certificates.

11.3.4 Develop policies related to architectural changes and alterations in the community.

11.3.5 Complete special projects as tasked by the Board of Directors.

11.4 Approval Request Form Completion and Submission. All exterior modifications require prior approval of the Board of Directors following review and recommendation from the ACC. The homeowner must obtain written approval in advance of any alterations by submitting a detailed proposal on the ACC Architectural Approval Form.

11.4.1 A proper description includes the nature and kind of change including shape, height, materials, and location. A picture, sketch or drawing with accurate measurements is required. A manufacturer's color brochure or a sample of the color/finish should be included with the form. For "like" replacements, submit pictures of what is currently in place.

11.4.2 The quality of work should be equal to or better than that existing in the community. Projects shall be completed within one (1) year from the date of approval and must be carried out in such a manner as to avoid unreasonable disturbance to neighbors and to avoid damage of Common Property. All construction or modifications shall be built in accordance with the plans and specifications approved by the ACC and Board. In addition, all permits and approvals required by local, state and federal law shall be obtained before construction starts.

11.4.3 Failure to complete the form will result in a delay in acting on your project. The request form is located on The Allenvue Home Owners Association Web Page, www.allenvue.org. The application may also be obtained by e mailing or calling the HOA Administrative Manager. Follow

the instructions on the application and return by email or mail to The Allenvue Home Owners Association.

11.4.4 Architectural Approval Request forms must be received the Monday, by 3:00 p.m., one (1) week before the regular ACC meeting in order to receive action that month. Please reference the Association website, www.allenvue.org, for the meeting schedule.

11.5 Review Process. Upon receipt of an ACC Approval Request Form, the Association's Administrative Manager will document the date the request was received and forward the request to the Chairperson of the ACC. As the request moves through the review process, the pertinent dates are documented on the form. Unless urgent action is required, the request will be reviewed at the next scheduled ACC meeting. The Association has up to forty-five (45) days to approve or disapprove a completed request submitted within the appropriate time frame. Any application, which is deemed incomplete by the ACC Chairperson, will be disapproved and the homeowner will be notified to send additional information and/or re submit with a new application.

11.5.1 After the ACC meeting the Chairperson reports the committee's activities and decisions to the Association's Administrative Manager who places said information on the agenda for the next Board meeting where a final decision will be made. Applications that require immediate review will be circulated by email to ACC members to either recommend for approval or denial and then sent to the Board members for the final decision.

11.5.2 The Living Unit Owner is notified within seventy-two (72) hours of the Board's decision. Initial notification will be by email if the owner has agreed to this type of notification on the Approval Request form. A written letter will be mailed confirming the decision of the Board.

11.6 Appeal of an ACC/Board Decision. If a proposal is denied, the Living Unit Owner may request the Board to reconsider its decision. Living Unit Owners requesting reconsideration are encouraged to present new or additional information to support their proposal and attend the next Board meeting.

ARTICLE XII

DUES, SPECIAL ASSESSMENTS AND RESERVES

12.1 Purpose of Dues/Assessments. The dues and assessments levied by the Association shall be used exclusively for the purpose of meeting all budgetary expenses and liabilities of the Association, and promoting the recreation, health, safety, and welfare of the residents of The Properties and in particular for the improvement and maintenance, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Property and of the homes situated upon The Properties, included, but not limited to the payment of taxes and insurances thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

12.2 Dues. The Association, through its Board of Directors, determines the amount of dues for the upcoming fiscal year based upon the estimated cost of carrying out the responsibilities of the Association, including any operating reserve or Reserve Fund.

12.2.1 The Board of Directors shall fix the date of commencement and the amount of the dues, including the reserve fund allocation, against each Living Unit for each assessment period (annually). A failure by the Board does not give a Living Unit Owner the right to withhold dues or setoff. (Dues are similar to a tax).

12.2.2 At the Annual Meeting, the budget and any and all dues, and reserve fund are reviewed and adopted. A quorum of thirty (30) percent of members eligible to vote is required for approval. If no quorum is present, the Board may pass the budget and dues amount by a majority vote if a quorum of seven (7) members of the Board of Directors are present at the meeting.

12.2.3 Each owner of a Living Unit shall pay their proportionate share as determined by the Board of Directors, based on the type of Living Unit owned. General Dues are applicable to all Living Unit Owners of single family detached, single family semi-detached (Duplex) and single family attached (townhouse) dwellings. Limited Dues are additional dues applicable only to Living Unit Owners of single family attached dwellings. No Living Unit Owner shall be exempted from liability for any of the dues charged by waiver of the use and enjoyment of any of the Common Property.

12.3 Payment Schedule for Dues. Dues for each calendar year are divided into twelve (12) monthly payments that are due the first day of each month.

12.3.1 If dues remain unpaid by the first day of the subsequent month, a \$20.00 Late Fee will be imposed for every month the dues have not been paid. (Example: If a homeowner does not pay July dues by August 1st, they will be assessed a \$20.00 late fee. If the same homeowner then does not pay August dues by September 1st, they will be assessed an additional \$20.00 late fee (late fee totaling \$40.00). On September 15th this homeowner pays the equivalent of one month of dues. This payment will be applied to the first month of dues missed, which in this case would be the July dues. If on October 1st the two months of dues remaining (August and September) are not paid, then another \$20.00 late fee will be assessed (totaling \$60.00 in late fees).

12.3.2 Unpaid dues and late fees may be forwarded to legal counsel for collection if delinquent ninety (90) days from the date of the first payment due date. The delinquent owner will be required to pay the outstanding dues and a \$20.00 Late Fee for each and every month the dues are delinquent as well as all attorney fees and collection costs.

12.3.3 The Association shall, upon demand, during normal business hours, furnish to any Living Unit Owner liable for said dues, an accounting by the Association or its designee setting forth whether said dues have been paid, within ten (10) days of the request.

12.4 Special Assessments. In addition to the General and Limited Dues authorized above, the Association may levy in any calendar year one (1) or more Special Assessments at the Annual or Special Meeting(s), applicable to that calendar year only, and for the purpose of deferring, in whole or in part, the cost of construction, reconstruction, improvement, unexpected repair or maintenance, emergencies, snow, liabilities, litigation, environmental landscaping, and for such other purposes as the Board may consider necessary or proper. Any Special Assessments levied pursuant to these Bylaws, or any installment thereof, which is not paid within thirty (30) days after it is due, a late fee of twenty (\$20) dollars per month shall be added to the amount due, plus be charged and additional fifteen (15) percent interest per annum for Special Assessments not paid.

12.5 Reserve Fund. The Board shall establish and maintain a Reserve Fund for the repair, restoration or replacement of Common Property by allocation of any portion of the dues designated from time to time by the Board, which shall not be less than five (5) or exceed twenty (20) percent of the aggregate Dues in any calendar year. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, at the discretion of the Board, be invested in obligations fully

guaranteed as to principal by the United States of America. The Reserve may be expended only for the purpose of effecting the improvement, repair, restoration or replacement of the Common Property or for contingencies of a non-recurring nature. The amount allocated to the Reserve Fund may be reduced, by appropriate resolution of the Board, when in the discretion of the Board, it is appropriate to do so. There is no proportional interest that a Living Unit Owner has in the Reserve Fund. The Reserve Fund can be used for any project as described above anywhere within the Association.

12.6 Nonpayment of Dues or Special Assessments.

12.6.1 Any Dues or Special Assessments levied pursuant to the Declaration or these Bylaws or any installment thereof, which is not paid on the date when due, shall be delinquent and shall, together with interest and/or Late Fees thereon, and the cost of collection thereof, as hereinafter provided, shall become an Association lien against the Living Unit belonging to the Owner against whom such Dues or Special Assessment is levied. The Association lien may be foreclosed in a like manner as a mortgage on real estate or via civil litigation. If a Special Assessment is payable in installments, the full amount of the Special Assessment becomes effective as a lien from the time the first installment thereof becomes due.

12.6.2 If any Owner shall be in default in the payment of Dues or Special Assessments, the Board may accelerate the remaining installments upon written notice to the Owner, and the then unpaid balance of the Dues or Special Assessment for the current year shall come due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Owner, or ten (10) days after mailing of such notice to the Owner by registered or certified mail, whichever shall first occur. All costs and Attorney fees expended to pursue the collection of delinquent Dues or Special

Assessments shall be paid in addition to the Dues or Special Assessment by the Living Unit Owner debtor.

12.7 Statement of Unpaid Dues and Special Assessments. The Association shall furnish to a Living Unit Owner, upon written request, a recordable statement setting forth the amount of unpaid dues and assessments currently levied against their Living Unit. This statement shall be furnished within ten (10) business days after receipt of the request.

12.8 Lien for Dues and Special Assessments. The Association has a lien on a Living Unit for any dues or assessments levied against the Living Unit or fines imposed against the Living Unit Owner from the time the dues, assessment or fine becomes due. The Association's lien may be foreclosed in a like manner as a mortgage on Real Estate. A judicial or other sale of the Living Unit and execution of a Common Property lien or any other lien shall not affect the lien of a Permitted Mortgage on the Living Unit, except the Permitted Mortgage for which the sale is being held, if the Permitted Mortgage is prior to all liens upon the same Living Unit except those liens identified in 42 Pa.C.S.A. §8152(a) and liens for assessments imposed by the Association pursuant to this Section and in accordance with Section 5315(a) of this Act. A lien pursuant to this Section and Section 5315 of this Act shall have the priority set forth in Section 5315(b) of this Act and is subject to said sections.

12.9 Costs and Attorney's Fees. Any collection, litigation, or legal work done to enforce any provision in Article XII brought under 42 Pa.C.S.A. §5315 shall include costs, fees and attorney's fees incurred by the Association shall be paid by the Living Unit Owner.

ARTICLE XIII
TOWNSHIP AND PERMITTED MORTGAGEE

13.1 Failure to Maintain Common Facilities/Controlled Facilities. If Association shall fail to maintain, repair or reconstruct the Common Facilities, Controlled Facilities or drainage facilities under control of and responsibility of Association in accordance with the Final Subdivision Plan or Township Regulations after written notice to do so by Township and said deficiency remains uncured for a period of thirty (30) calendar-days, then Township, its agents or contractors, shall have the right to enter onto the Association's property and perform the necessary maintenance, repairs or reconstruction at the expense (typically prevailing rates) of the Association and/or Living Unit Owners.

13.2 Cost of Maintenance/Township/Common Facilities and Controlled Facilities. If Township is required to maintain, repair or reconstruct any Common Facility or any Controlled Facility, Township shall have the rights and remedies under the Municipal Claim Act, 53 P.S. §7101 et. seq. If the Township shall impose a lien against the Association for any such required maintenance, repair or reconstruction of any Common Facility or any Controlled Facility, each Living Unit Owner shall have the right to pay the amount of the lien attributable to his, her or their Living Unit and the Township shall, upon receipt of payment, deliver a release of the lien covering that Living Unit. The amount of the payment shall be proportionate to the ratio which the Living Unit Owner's Common Expense Liability bears to the Common Expense Liability of all Living Unit Owners whose Living Units are subject to the lien. After payment, the Association may not assess or have a lien against the Living Unit Owner's property for any portion of the Common Expense incurred in connection with that lien.

13.3 Final Subdivision Plan. In addition to the rights reserved to Township, Final Subdivision Plan Township has reserved additional rights with respect to the

drainage facilities (either Controlled Facilities or Common Facilities). Specifically, Township has reserved the right to:

13.3.1 Inspect the facilities at any time;

13.3.2 Require Association (as appropriate) to take corrective actions and to assign reasonable time periods for any necessary action; and

13.3.3 Authorize the maintenance to be done by the Township or an agent or contractor of the Township and lien the cost of the work against each Living Unit and the Living Unit Owner or Owners of said Living Unit within the Association in accordance with the provisions of this Article.

ARTICLE XIV

RESALE CERTIFICATES, REPORTS AND NOTICES

14.1 Resale Certificate, Reports and Notices. Upon the specific written request of a Permitted Mortgagee or its servicer to the Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

14.1.1 Copies of budgets, notice of dues, assessment, or any other notices or statements provided under this Declaration by the Board to the Living Unit Owner covered by the Permitted Mortgagee;

14.1.2 Any audited or unaudited financial statements of the Association's Board which were prepared for the Board and submitted to the Living Unit Owners;

14.1.3 Copies of notice of meetings of the Living Unit Owners and the right to be present at any such meetings by a designated representative;

14.1.4 Notice of the decision of the Association to make any material amendment to these Revised Declaration and Bylaws;

14.1.5 Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of The Planned Community;

14.1.6 Notice of the default of the Living Unit Owner which is the subject of the Permitted Mortgagee, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Living Unit Owner of the existence of the default;

14.1.7 The right to examine the books and records of the Board at any reasonable time;

14.1.8 Notice of any decision by the Board to hire professional management for the Association.

14.2 The request of a Permitted Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Board. The Permitted Mortgagee or its servicer shall pay any and all preparation and copy costs.

ARTICLE XV INSURANCE

15.1 Insurance to be Carried by Association. The Association shall maintain, to the extent reasonably available, comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Board, but not less than one million dollars, covering all occurrences commonly insured against

for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Property or Limited Common Property.

15.2 Other Insurance Carried by Association. If the insurance described in Section 15.1 is not maintained, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Living Unit Owners. The Association may carry any other insurance it deems appropriate to protect the Association or the Living Unit Owners.

15.3 Contents of Insurance Policy. Insurance policies carried pursuant to Section 15.1 hereof must provide that:

15.3.1 The insurer waives its right of subrogation under the policy against any Living Unit Owner or members of the Living Unit Owner's household.

15.3.2 No act or omission of any Living Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recover under the policy.

15.3.3 If at the time of a loss under the policy, there is other insurance in the name of a Living Unit Owner covering the same property covered by the policy, the policy of the Association shall be primary insurance.

15.4 Evidence and Cancellation of Insurance. Any insurer that has issued an insurance policy under this Article shall issue certificate or memoranda of insurance to the Association and, upon request to any Living Unit Owner, mortgagee or beneficiary under a deed of trust or installment sale agreement. The insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Living Unit Owner and each

mortgagee or beneficiary under a deed of trust or installment sale agreement to whom Certificates of Insurance have been mailed.

15.5 Directors and Officers Liability Insurance. To the extent available, the Board shall obtain and maintain Directors and Officers Liability Insurance and ensure that said policy includes Errors and Omission coverage in such limits as the Board may from time to time determine or in such limits as may be available, insuring the Board members and Officers of the Association from claims arising out of or in connection with the management, operating or maintenance of the Association, such policies shall insure the Board members and officers against any all actions, including but not limited to mistakes of judgment, negligence or otherwise, except

ARTICLE XVI

REVISED DECLARATION OF COVENANTS AND REGULATIONS

16.1 Copies of these Revised Bylaws and Revised Declaration of Covenants and Regulations shall be furnished to all Living Unit Owners and occupants by the Board promptly after the adoption of such Regulations or an amendment thereto. Thereafter, the Revised Bylaws and Revised Declaration of Covenants and Regulations will be posted on the Association website.

ARTICLE XVII

AMENDMENT

17.1 Number of Votes Required for Bylaws. Provisions of these Bylaws, but not the Rules and Regulations, shall be amended only by a sixty-seven (67) percent vote of eligible Living Unit Owners. Less than the sixty-seven (67) percent will result in the amendment not being passed. Further, any amendment to these Bylaws adopted by the Living Unit Owners is subject to the right of veto by the United

States Department of Housing and Urban Development or the Veterans Administration.

17.2 In the case of any conflict between the Articles of Incorporation and these Revised Bylaws, the Articles shall control; and in the case of any conflict between the Revised Declaration of the Covenants and Regulations and these Revised Bylaws, the Revised Declaration of the Covenants and Regulations shall control.

17.3 Recording Amendment to Bylaws. Any amendment to the Bylaws must be recorded in the Office of the Recorder of Deeds of Cumberland County and shall be indexed in the name of the Association in both the grantor, and grantee index. The amendment shall be effective only upon recording.

17.4 Officer Authorized to Execute Amendment to Bylaws. Amendments to the Bylaws required by this Article are to be recorded by the Association's attorney or agent, and shall be prepared, executed, recorded and certified by any Officer of the Association.

ARTICLE XVIII MISCELLANEOUS

18.1 Separate Title and Taxation.

18.1.1 Title. Each Living Unit, together with the interest, benefits and burdens created by the Declaration including, without limitation, the rights to any Common Property or Limited Common Property, constitute a separate parcel of real estate. The conveyance or encumbrance of a Living Unit includes the transfer of all the rights, title and interest of the Owner of that Living Unit in the Common Property regardless of whether the instrument affecting the conveyance or encumbrance so states.

18.1.2 Taxation and Assessment. If there is a Living Unit Owner other than Declarant, each Living Unit must be separately taxed and assessed. The value of the Living Unit shall include the value of that Living Unit's appurtenant interest in the Common Facilities, excluding Convertible Real Estate (if the Additional Real Estate is added to the Planned Community). No separate assessed value shall be attributed to and no separate tax shall be imposed against Common Property or Controlled Facilities if any. Convertible Real Estate (if Additional Real Estate is added to the Planned Community) shall be separately taxed and assessed, if any, until the expiration period during which conversion may occur.

18.2 Utilities. Each Living Unit Owner shall pay for his, her or their own telephone, electricity, water, gas, sewer and all the utilities which are separately metered or billed to each user by the respective utility companies. Utilities which are not separately metered or billed to Living Units and which are used in connection with the Common Property, shall be treated as a part of the Common Expense.

18.3 Eminent Domain. In the event of a taking of all or part of a Living Unit or Common Property, the provisions of Section 5107 of the Act shall govern.

18.4 Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the provisions of Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Living Unit Owner during business hours and to his or her authorized agents. All work prepared for the Board by the Associations Attorney shall be considered confidential and attorney work product.

18.5 Termination of the Association. Termination of the Association shall be in accordance with the provision of Section 5220 of the Act and by vote of ninety (90) percent of the Living Unit Owners. One vote per Living Unit.

18.6 Conflict. The Bylaws are to subject the Act. All of the terms hereof except where clearly repugnant to the context shall have the same meanings as they are defined in the Act.

18.7 Severability. The provisions of these Bylaws shall be deemed independent and several and, the validity or unenforceability of any provision of portion thereof shall not affect the validity or enforceability of any other provision herein.

18.8 Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been waived by reason of any failure or failures to enforce the same. No act, activity, structure, color or building shall be grandfathered into these Bylaws. Ex Post Facto rules do not apply. The Board has the authority to insist and compel Living Unit Owners to correct previously ignored Bylaws at Living Unit Owner's expense.

18.9 Captions. The captions contained in these Bylaws are for convenience only and are not part of the Bylaws and are not intended in any way to limit or enlarge the terms and provision of the Bylaws.

18.10 Gender. Wherever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed, to include all genders.

18.11 Effective Date. These Bylaws shall become effective when certified by the Board and adopted by the vote of sixty-seven (67) percent of the Living Unit Owners. One vote per Living Unit.

IN WITNESS WHEREOF, we, being all the Directors of The Allenview Home Owners Association, Incorporated, have hereunto set our hands this ____day of _____, 2021.

Affidavit of Vote

I, Bryan Simmons, hereby swear and affirm as follows:

On or about _____ of _____, 2021, a vote of the Allenview Membership/Living Unit Owner was taken to approve or disapprove by The Revised Declaration of Covenants and Regulations. This is an amendment of and replaces in all respects the “Bylaws” of the Developer of Allenview Planned Residential Development dated on or about June 6, 1985 and all previous amendments to said document up and until the above Effective Date. The Community is known as Allenview, located in Upper Allen Township, Cumberland County, Pennsylvania

These Revised Bylaws along with the Revised Declaration of Covenants and Regulations have been adopted to supersede, replace and amend all existing Bylaws and Declarations of the Association, including, but not limited to, The Previous Bylaws and the Declaration, by a verified vote of at least two-thirds (2/3) of the Living Unit Owners (one (1) vote per Living Unit) in accordance with Article IX, Section 1 of the previous Declaration of Covenants and Restrictions and Article XVII, Section 1 of the previous Bylaws.

The vote was taken and tabulated by _____ and verified by the Secretary of the Allenview Home Owners Association. The vote was _____ For passage and adoption of the new Revised Declaration of Covenants and Restrictions and Revised Bylaws to _____ Opposed to Passage. Therefore, the vote was proper and the tabulation confirmed passage of the measure by the requisite amount.

I hereby verify that the facts set forth in this statement are true to the best of my knowledge, information and belief. I understand that false statements made herein are made subject to the penalties of the 18 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.

Date:
Bryan Simmons,
President of The Allenview Home Owners Association.

Sworn to and Subscribed
Before me this ____ day of
_____, 20_____