

AMENDED AND RESTATED BYLAWS OF THE
OLD IRON ESTATES HOMEOWNERS ASSOCIATION

(Last Amended June 14, 2017)

ARTICLE 1: Introductory Provisions

1.1 Authority. The Executive Board of Directors (“Board”) of the Old Iron Estates Homeowners Association (“Association”) adopts these “Amended and Restated Bylaws” (“Bylaws”) on behalf of the Association pursuant to Section 5302(a)(1) of the Act, 68 Pa.C.S.A. § 5302(a)(1), and Article VIII, Section 8.1 of the current bylaws for the Association.

1.2 Purpose. The purpose of these Bylaws is to govern the business of the Association and the rights and responsibilities of the Association, the Board, the Directors of the Board, the Officers of the Association, and the Unit Owners (all as defined below) pursuant to (a) all applicable provisions of the Act, 68 Pa.C.S.A §§ 5101 *et seq.*; and (b) the Declaration (for all Phases of Old Iron Estates) as defined below for the operation of a planned residential community commonly known as Old Iron Estates, located in Lower Paxton Township, Pennsylvania (“Old Iron Estates” or the “Community”).

1.3 Prior Bylaws. These Bylaws supersede and replace any previous bylaws adopted by the Association or its predecessors, including without limitation any bylaws adopted by the Declarant (as defined below).

ARTICLE 2: Board Office and Address

2.1 Notice to the Board or the Association. For all purposes herein, the following shall be allowable methods for providing notice to the Association or the Board, provided however, that such notice shall be deemed completed only upon actual receipt by a Director, Officer or addressee, as applicable, of such notice:

(a) Office. The office of the Association shall be at any place designated by the Board and noticed to the Unit Owners.

(b) Mailing Address. The mailing address of the Association is P.O. Box 6431, Harrisburg, PA 17112-6431.

(c) Email. The Association's email is OldIronEstatesHOA@gmail.com.

ARTICLE 3: Definitions

3.1 Definitions. Unless otherwise specified herein, capitalized terms used in these Bylaws shall have the following meanings:

(a) "Act" means the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101 – 5414, as amended from time to time, or any replacement statute applicable to a Planned Community (as defined in the Act).

(b) "Annual Assessment" means the annual dues established by the Board and assessed on each Unit based on the Annual Budget to be paid by Unit Owners for the common expenses of the Association.

(c) "Annual Budget" means the annual budget for the Association adopted by the Board and approved by the Unit Owners at the Annual Meeting.

(d) "Annual Meeting" means the meeting of the Unit Owners to elect Directors and Officers.

(e) "Articles" means the Articles of Incorporation for the Old Iron Estates Homeowners Association on file with the Department of State.

(f) "Association" means the Old Iron Estates Homeowners Association, organized as a non-profit organization pursuant to Section 5301 of the Act, 68 Pa.C.S.A. § 5301, and the Non-Profit Corporations Law of 1988, 15 Pa.C.S.A. §§ 5101 *et seq.*

(g) "Board" means the Executive Board of Directors of the Association.

(h) "Common Areas" means any and all real property owned by the Association for the common use and enjoyment of the Unit Owners, including the open-space lots on Moline Drive and abutting sidewalks, the walkway and surrounding areas connecting Farmcrest Lane to Hunter's Run Road as identified on the Plan, and the medians on Deer Lane and Farmcrest Lane.

(i) "Covenants" means the restrictions, covenants, and conditions in the Declaration.

(j) "Cure Period" means the date in the Courtesy Warning Letter on which a Unit Owner must cure a Default, unless extended by the Board.

(k) "Declarant" means the original declarant of the planned community development known as Old Iron Estates.

(l) "Declaration" means the following, and all amendments thereto:

(i) Old Iron Estates, A Planned Community Restrictions, Covenants, and Conditions dated May 9, 2003 and recorded in the Office of the Recorder of Deeds in and for Dauphin County on the 12th day of May, 2003, in Record Book 4901, page 135.

(ii) Old Iron Estates, A Planned Community Restrictions, Covenants, and Conditions dated July 16, 2010 and recorded in the Office of the Recorder of Deeds in and for Dauphin County on the 6th day of August, 2010 to Instrument # 20100022701.

(iii) Old Iron Estates, A Planned Community Restrictions, Covenants, and Conditions Phase III dated January 31, 2012 and recorded in the Office of the Recorder of Deeds in and for Dauphin County on the 31st day of January, 2012 to Instrument # 20120002977

(iv) Old Iron Estates, A Planned Community Restrictions, Covenants, and Conditions Phase IV dated April 27, 2012 and recorded in the Office of the Recorder of Deeds in and for Dauphin County on the 4th day of May, 2012 to Instrument # 20120012948.

(m) "Default" means non-compliance any of the provisions of any of the Governing Documents.

(n) "Director" means a director of the Board.

(o) "Governing Documents" means the Declaration, Plan, Bylaws, Regulations, Articles, and any other document relative to the operation of the Association.

(p) "Member in Good Standing" means a Unit Owner other than a Unit Owner who: (1) is delinquent in the payment of assessments or other amounts owing to the Association exceeding thirty (30) days from the due date; or (2) has been found in violation of any provision of the Governing Documents pursuant to the procedures in the Bylaws and has not cured the violation; or (3) has not paid a fine or other charge assessed for a violation of any provision of the Governing Document that was imposed after a due process hearing and such amount has been due for more than thirty (30) days.

(q) "Officer" means an officer of the Association.

(r) "Quorum" when used in connection with any meeting of Unit Owners, means 20% of Unit Owners.

(s) "Plan" means the final subdivision plan for Old Iron Estates dated March 20, 2002, and recorded with the Office of the Recorder of Deeds of Dauphin County in Plan Book "O," Volume 8, Pages 22-26, including any and all amendments to the Plan for all Phases (I through IV) of Old Iron Estates.

(t) "Project" means any exterior alteration of or improvement to a Unit of any kind, including initial construction of a structure on an unimproved lot, that must comply with the Governing Documents.

(u) "Regulations" means the policies, rules, or regulations adopted by the Board.

(v) "Special Assessment" means any assessment imposed by the Board for the common expenses of the Association other than the Annual Assessment.

(w) "Special Meeting" means any meeting of Unit Owners for any purpose as determined by the Board, except for purposes of electing Directors.

(x) "Unit" means a lot designated for separate ownership or occupancy, the boundaries of which are identified in the Plan. The term does not include Common Areas.

(y) "Unit Owner" means a person or entity who owns record title to a Unit. For voting purposes and for qualification for positions as a Director or Officer, the designated representative of an entity Unit Owner, as set forth in writing by the entity Unit Owner, shall be the Unit Owner.

3.2 Undefined Terms. Capitalized words not otherwise defined in these Bylaws shall have the meanings set forth in the Act or the Declaration. If a word is not defined in these Bylaws, the Act, or the Declaration, the commonly accepted definition found in any modern dictionary of the English Language shall apply.

ARTICLE 4: Members

4.1 Member Eligibility. Every Unit Owner shall be a member of the Association. If a Unit has more than one owner, each owner shall be a member of the Association. If the Unit is owned by a non-person entity, that entity shall be a member of the Association and the designated representative of that member (in writing) shall have all rights as a member on behalf of said Unit Owner.

4.2 Class of Membership. There shall be only one (1) class of membership in the Association.

4.3 No Assignment of Membership. Unit Owners may not assign or transfer their membership in the Association or any rights or responsibilities under the Act, the Articles, the Declaration, or these Bylaws except in conjunction with transfer of the Unit Owner's Unit.

4.4 Termination of Membership. Membership in the Association ends when a Unit Owner no longer owns a Unit.

4.5 Annual Meeting. The Unit Owners of the Association shall meet at least once per year for the purposes of electing Directors and any other purpose as the Board determines. The Annual Meeting shall be held at such time and place as the Board determines except that any Annual Meeting must be held in Dauphin County, Pennsylvania.

4.6 Special Meetings. The Unit Owners of the Association may meet from time to time each year for any purpose as determined by the person or persons requesting such meeting. A Special Meeting of the Unit Owners may be called upon request by the Chair of the Board, the President, a majority of the Board, or by written request from at least 20% of Unit Owners, which request shall specify the reason for the Special Meeting and delivered to the Secretary. Special Meetings shall be held at such time and place as the Board shall determine except that any Special Meeting must be held in Dauphin County, Pennsylvania and provided that it is held after proper notice given not sooner than ten (10) nor longer than sixty (60) days after the request is received by the Secretary.

4.7 Notice of Meetings. Notice of the Annual Meeting and any Special Meetings shall be in writing subject to the following:

(a) The Secretary of the Board shall deliver notice to the Unit Owners.

(b) The notice shall include the date, time and place of the meeting and an agenda that: (i) identifies the type of meeting (whether the Annual Meeting or a Special Meeting); and (ii) describes the general nature of the business to be transacted at the meeting.

(c) Notice shall be delivered at least ten (10) days but not earlier than sixty (60) days before the Annual Meeting or any Special Meeting.

(d) Notice may be delivered in person by handing a copy to a Unit Owner; by mail, UPS, FedEx, or other similar courier service; or by email (if such email is authorized by the Unit Owner). The Secretary shall maintain a current list of addresses and email addresses for Unit Owners, which information shall be used by the Association for all purposes for which notice is required to the Unit Owners or to the Directors pursuant to these Bylaws or otherwise in the Governing Documents or in the Act.

(e) Delivery of the notice to the Unit Owners and to the Directors is complete upon handing a copy to the Unit Owner or Director; upon deposit (if by mail, UPS, FedEx, or other similar courier service); or upon sending (if by email with a delivery receipt function)

to the Unit Owner at the address or other delivery option on record with the Association.

(f) Unit Owners are responsible for providing the Association with current delivery information for receipt of all notices pursuant to the Governing Documents. The Association is not responsible for delivery of any notices to more than one address or email.

(g) In addition to specific items requested by Unit Owners or any Director, the agenda for the Annual Meeting shall include the following:

- (i) Call to Order by the Chair
- (ii) Establishment of a Quorum
- (iii) Review/acceptance of minutes of prior meeting(s)
- (iv) Treasurer's Report
- (v) Committees Reports
- (vi) Election of Directors
- (vii) Unfinished Business
- (viii) New Business
- (ix) Unit Owner forum
- (x) Adjournment

The agenda shall be included in the notice to the Unit Owners and may be modified to include additional matters for discussion and consideration as requested by any Unit Owner up until forty-eight (48) hours before the start time of the Annual Meeting. An updated agenda shall be available at the meeting. Otherwise, the additional matters shall not be considered at the meeting. However, under no circumstances may the initial agenda be updated to include any matters affecting the legal or monetary

interests of any Unit Owner, including without limitation matters involving the election of Directors or changes to any Assessments. This paragraph is intended to provide flexibility to persons to add agenda items for discussion and consideration while preventing situations in which matters of the utmost importance to Unit Owners are added to the agenda late and without a reasonable opportunity for Unit Owners to consider.

(h) The agenda for any Special Meeting shall include only those items for which such Special Meeting is specifically called and shall not be subject to modification.

(i) Any Unit Owner may waive the notice requirements in this section by submitting a waiver in writing to the Board by mail or email to the Secretary at the addresses of the Association. If a Unit Owner attends a meeting, the Unit Owner waives any objections to notice requirements for that meeting unless such Unit Owner appears for the specific purpose to object to the procedure for which such meeting is called.

4.8 Quorum. There shall be a Quorum at any Annual Meeting or Special Meeting before the Association may conduct business. In addition, the following shall apply:

(a) The Board shall determine the presence of a Quorum at the beginning of every meeting and shall note its determination in the meeting minutes.

(b) The presence in person or by proxy of at least 20% of all Unit Owners shall constitute a Quorum.

(c) Notwithstanding the quorum requirements, only Members in Good Standing shall have the right to vote or speak at a meeting.

(d) If a meeting commences with a Quorum, the Association may continue to conduct and finalize business even if there is no Quorum at any time during the Meeting provided however, that any action shall require a vote of a majority of the established Quorum at the Meeting.

(e) If there is no Quorum at a meeting, the Association shall not conduct or finalize any business except that the Unit Owners present at the meeting: (i) shall have the power to adjourn the meeting; (ii) may (but shall not be required to) reschedule the meeting to a date and time certain; and (iii) may discuss any matters on the agenda, provided that any matters requiring a vote of or approval by the Unit Owners shall be tabled until the rescheduled meeting. If a meeting is rescheduled due to the lack of a Quorum, upon notice to all Unit Owners as provided herein, the Unit Owners present at the rescheduled meeting, even if less than 20%, shall constitute a Quorum, provided however, that any Meeting that involves removal of a Director shall require a Quorum of 20% of Members in Good Standing to vote on such removal.

4.9 Voting by Unit Owners. Each Member in Good Standing shall have the right to cast a vote, either in person or by proxy, but there shall be no more than one (1) vote cast per Unit. In addition, the following shall apply:

(a) If more than one (1) person owns a Unit, then (i) the co-owners of the Unit shall decide amongst themselves how to cast their vote; and (ii) the vote of one (1) co-owner of a Unit shall be binding on the other co-owner(s) of the Unit. If co-owners cannot agree on their vote, no vote shall be counted for that Unit.

(b) No Unit Owner shall sell or transfer his or her vote for money or anything of value.

(c) If a dispute arises over a Unit Owner's voting rights, the Board shall investigate, may request ownership records from the Unit Owner in question, and shall reach a prompt determination within sixty (60) days or before the next meeting of Unit Owners, whichever date comes first.

4.10 Proxies. All proxies shall be in writing on a form substantially as set forth at Tab "A" hereto. In addition, the following shall apply:

(a) A Unit Owner who executes a proxy shall deliver it to the Secretary of the Board by mail or email at the Association's address for delivery at least twenty-four (24) hours before the applicable Meeting.

(b) A Unit Owner who executes a proxy shall have the power to revoke the proxy for any reason at any time and in any manner, whether

orally or in writing; but the Board shall not be bound by any revocation unless such is actually received by the Secretary.

(c) Proxies shall expire as set forth in the proxy itself and, if not otherwise stated, shall automatically expire one (1) year after execution, unless revoked before the end of that one-year period.

(d) Any proxies executed by a Unit Owner shall terminate when the Unit Owner conveys his or her Unit or no longer owns a Unit.

4.11 Method of Voting. The Board shall determine the method of voting by the Unit Owners, which may include the right to vote in person, by ballot, by mail, electronically, or any other reasonable means determined by the Board.

ARTICLE 5: Executive Board

5.1 General Rule. The Board shall manage all the business and affairs of the Association.

5.2 Powers of the Board. The Board shall have the authority to exercise any and all powers of the Association expressly set forth in, and not prohibited by, the Act, these Bylaws, the Declaration, the Articles, or other applicable law, including without limitation the powers of the Association set forth in Section 5302(a) of the Act, 68 Pa.C.S.A. § 5302(a).

5.3 Limitations. The powers of the Board shall be subject to the limitations of Section 5303(a)-(f) of the Act, 68 Pa.C.S. A. § 5303(a)-(f).

5.4 Number of Directors. At any Annual Meeting at which the matter has been listed on the Agenda for that Meeting, the Unit Owners may change the number of Directors, provided that the number shall in no event be less than five (5) and shall consist an odd number as the Unit Owners determine by majority vote at the Annual Meeting at which a Quorum is present.

5.5 Qualifications of Directors. Directors shall be Unit Owners who are of at least the age of twenty-one (21) and are Members in Good Standing.

5.6 Term and Election of Directors. The Unit Owners shall elect the Directors by written ballot at the Annual Meeting at which a Quorum is present, subject to the following:

(a) The Board shall circulate a nomination petition at least forty-five (45) days before the date of the Annual Meeting.

(b) Unit Owners may nominate persons to serve as Directors in advance of the Annual Meeting by submitting a nomination petition to the Board by mail or email at the addresses identified above no later than thirty (30) days before the date of the Annual Meeting. Unit Owners may nominate themselves and shall provide any written information they wish to be circulated for consideration by the Unit Owners. The Secretary shall distribute all nomination petitions and information, without comment or redaction, to all Unit Owners at least ten (10) days before the Annual Meeting. In addition, nominations may be made from the floor at the Annual Meeting.

(c) Each Unit Owner shall have one (1) vote for each Director position up for election and the nominees receiving the most votes shall be elected. If the open positions are for differing terms, the nominees receiving the most votes shall serve for the longer term.

(d) Directors shall serve for a term of two (2) years, and the terms shall be staggered so that the terms of at least two (2) Directors shall expire and be subject to election each year. Except, that four (4) Directors elected at the first Annual Meeting, 9/20/2016, shall serve one-year terms and the three (3) remaining Directors shall serve two year terms. The Directors of the initial Board shall determine who shall serve the one (1) year and two (2) year terms.

(e) There shall be no limit on the number of terms that any Director may serve.

(f) Any Director shall be automatically removed from office upon any of the following conditions:

(i) The Director is no longer a Member in Good Standing.

(ii) The Director is no longer a Unit Owner.

(iii) The Director misses three (3) properly noticed meetings of the Board during any calendar year without valid excuse.

(iv) The Director is convicted of a criminal offense that carries a sentence of one (1) year or more.

(g) Any Director may be removed from office at any time by majority vote of the Unit Owners at a meeting of Unit Owners at which a Quorum of at least 20% of the Members in Good Standing is present; provided however, that, before any vote to remove a Director, the Director shall be given notice and the opportunity to be heard prior to the vote on removal of the Director and, further provided, that such removal vote shall include only in person or by proxy at the meeting (that is, no voting by mail in ballot, electronic ballot or other method shall be acceptable). If a Director is removed pursuant to this provision, the Members in Good Standing shall immediately elect such Director's successor to serve the remainder of the term of the removed Director.

(h) If there is a vacancy on the Board during a term other than removal by the Members in Good Standing as set for the above, the remaining Directors shall appoint his replacement to fill the vacancy for the remainder of the term. Alternatively, the remaining Directors may elect to call a Special Meeting of the Members to fill the vacancy or, if the nomination petitions for the Directors have been mailed as set forth above, the Directors may leave the seat open until the Annual Meeting where the position shall then be elected by the Unit Owners.

5.7 Board Meetings. The Board shall hold as many meetings as the Board may determine or at the request of any Director subject to the following:

(a) The Board shall hold an initial Board meeting (the "First Board Meeting") immediately after the adjournment of the Annual Meeting for purposes of electing the Officers and setting the next Board Meeting to plan the business of the Association for the upcoming year.

(b) The Chair of the Board or any Director may call a Board Meeting provided that no Director may call more than one (1) Board

Meeting during any thirty (30) consecutive day period unless agreed to by at least a total of three (3) Directors.

(c) All Board Meetings shall be held at such time and place as the Chair may determine, except that all meetings shall be held in Dauphin County, Pennsylvania.

(d) The Secretary shall keep minutes of all Board meetings and shall provide a copy to Unit Owners upon request.

(e) Directors may participate in Board meetings by teleconference or videoconference.

(f) All Board Meetings shall be closed to Unit Owners and all others unless invited by the Chair or by at least three (3) Directors.

5.8 Notice of Board Meetings. Other than the First Board Meeting, notice to the Directors for all Board Meetings shall be in writing and delivered to the Directors at least ten (10) days before the date of the meeting. Notice of the Meeting shall identify the date, time, and place of the Meeting and may include an agenda that describes the general nature of the business to be transacted at the Meeting.

5.9 Quorum at Board Meetings. There shall be a quorum at any Board meeting before the Board may conduct business pursuant to the following:

(a) The presence of a majority of Directors or such other number as authorized or required by law shall constitute a quorum of the Board.

(b) The Board shall determine the presence of a quorum at the beginning of every Board meeting.

(c) If a Board meeting commences with a quorum, the Board may continue to conduct and finalize business even if there is no quorum throughout the Meeting; provided however, that any action shall require a vote of a majority of the established quorum at the Meeting.

(d) If there is no quorum at a Board meeting, the Board shall not conduct or finalize any business except that the Directors present at the meeting: (i) shall have the power to adjourn the meeting; and (ii)

may (but shall not be required to) adjourn the Meeting to a date and time certain; and (iii) may discuss any matters, provided that any matters requiring a vote of the Board shall be tabled until a quorum is present either at the Board meeting or at a rescheduled Board meeting at which a quorum is present. Notwithstanding any provision to the contrary, if a meeting is rescheduled due to the lack of a quorum of the Board, the Directors present at the rescheduled meeting shall constitute a quorum of the Board. If a meeting is rescheduled due to the lack of a quorum, upon notice to Directors as provided herein, the Directors present at the rescheduled meeting, even if less than a majority, shall constitute a quorum,

5.10 Votes of Directors. Each Director shall have one (1) vote. The acts approved by majority vote of the Directors at a meeting at which a quorum of the Board is present shall be acts of the Board unless a greater number is required by law.

5.11 Compensation of Directors. Directors shall not be compensated for their services as a Director; but may be reimbursed for necessary and actual expenses incurred by the Director in the conduct of the Association's business.

5.12 Delegation of the Board's Authority. The Board may delegate its authority unless otherwise prohibited by law. The Board may establish Committees in accordance with these Bylaws to serve at the pleasure of the Board, but in no event shall any action of the Committee be effective without approval by majority vote of the Board unless otherwise authorized by these Bylaws.

5.13 Termination of Declarant's Authority. Upon election of the initial Board and every Board thereafter, the Declarant shall no longer have or exercise any authority granted by the Act, the Declaration, these Bylaws, or other applicable law.

ARTICLE 6: Officers

6.1 General Rule. The Officers of the Association shall serve at the pleasure of the Board.

6.2 Powers of Officers. Officers shall exercise any and all powers expressly set forth in, and not prohibited by, the Act, these Bylaws, the Declaration, the Articles, or other applicable law.

6.3 Number of Officers. The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer, and such other officers or assistant officers as the Board may determine.

(a) The Chair shall preside over all Unit Owner and Board meetings and shall have such other responsibilities as provide herein.

(b) The President shall control and manage its property, business, and affairs subject to the Board's directions. The President shall serve as an *ex-officio* member of all Committees and shall serve as the Vice Chair if the Chair is unavailable.

(c) The Vice President shall serve as the President if the President is unavailable and shall perform such duties as the President may assign, subject to Board's directions.

(d) The Secretary shall keep the minutes of all meetings of the Unit Owners and the Board and shall be in charge of any and all records of the Board and the Association. The Secretary shall provide all notices to Unit Owners and to Directors as provided herein.

(e) The Treasurer shall be in charge of all funds of the Association, shall be responsible for maintaining an accurate accounting system for the fiscal affairs of the Association, and shall present financial reports to the Unit Owners and the Board at such times and in such format as the Board determines.

(f) Assistant Officers shall fulfill the position assigned if the relevant Officer is unavailable, and shall have such other duties as directed by the Board.

6.4 Qualifications of Officers. Officers shall be Unit Owners who are at least of the age of twenty-one (21) and Members in Good Standing, except that the Treasurer may be a non-Unit Owner corporate entity. Other than the President (who may also be the President Chair, in which event the Vice President shall be the Vice Chair), Officers may hold more than one (1) office. Directors may also serve as Officers.

6.5 Election and Term of Officers. The Board shall elect the Officers of the Association by majority vote at the First Board Meeting. Upon election, Officers shall serve for a one-year term until the next First Board Meeting to occur after the Unit Owner Annual Meeting. Any Officer may be removed from office at any time, with cause, by a majority vote of the Board. If there is a vacancy in office during a term, the Board shall fill the vacancy, and that person shall serve for the remainder of the term.

6.6 Compensation. Officers shall not be compensated for their services; but may be reimbursed for necessary and actual expenses incurred by the Director in the conduct of the Association's business.

6.7 Delegation of Powers. Officers shall not delegate any of their powers unless approved by the Board.

ARTICLE 7: Committees

7.1 General Rule. The Board may establish Committees for any lawful purpose to assist the Board with carrying out its duties. Members of Committees shall serve at the pleasure of the Board.

7.2 Membership. Committee members shall be Unit Owners who have paid the Annual Assessment for their Unit and who are in full compliance with these Bylaws and the Declaration.

7.3 Chairperson. The Committee shall elect a Chairperson. The Chairperson shall be responsible for reporting the Committee's activities to the Board.

7.4 Types of Committees. The Board shall establish an Architectural Review Committee, a Bylaws Committee, a Finance Committee, and such other Committees as the Board may determine.

7.5 Number. Committees shall have at least three (3) members or such other odd number as the Board determines.

7.6 Volunteers. The Board shall solicit volunteers before establishing any Committee.

7.7 Term of Committee Members. Committee members shall serve one-year terms or such other term as the Board may determine. If there is a

vacancy on a Committee during a term, the Board shall fill the vacancy, and that person shall serve for the remainder of the term.

7.8 Authority of Committees. No action of any Committee shall be final without the approval of the Board.

ARTICLE 8: Architectural Review Committee

8.1 General Rule. The Architectural Review Committee shall have the authority to review Projects subject to approval by the Board.

8.2 Membership and Eligibility. The Committee shall consist of three (3) Unit Owners, who shall have paid the Annual Assessment for their Unit and who are in full compliance with these Bylaws and the Declaration.

8.3 Projects to Conform with Declaration. Unit Owners shall review the Declaration and conform their Project to the Covenants.

8.4 Local, State, or Federal Approvals for Projects. Unit Owners are responsible for obtaining approvals for Projects from any local, state, or federal authorities, which shall be a condition to all decisions of the Board without the need to state such as a condition to any approval.

8.5 Submitting Projects. Unit Owners shall submit their Projects to the Architectural Review Committee for review. Unit owners shall deliver the Project to the Architectural Review Committee in any manner and in such detail as required by the Architectural Review Committee to reasonably and efficiently review the Project.

8.6 Review of Projects. Upon receipt of all information and documentation requested, the Architectural Review Committee shall promptly review the Project for compliance with the Covenants in the Governing Documents pursuant to the following:

(a) The Architectural Review Committee and the Unit Owner submitting the Project shall discuss the Project and any questions the Committee may have before the Committee makes a final recommendation to the Board.

(b) The Architectural Review Committee shall thereafter make its recommendation to the Board to approve, approve with conditions,

or disapprove the Project within thirty (30) days or receipt of all information reasonably requested to review the Project. .

8.7 Board Determination. At the next Board meeting following the submission the recommendation from the Architectural Review Committee, the Board shall consider the recommendation of the Architectural Review Committee and vote to approve, approve with conditions (including any conditions not included in the Architectural Review Committee recommendation) or disapprove of the Project. In addition, the following shall apply:

(a) The Board shall state its reasons for disapproving any Project and cite the specific Covenants in the Declaration with which the Project does not comply so that the Unit Owner may, at his or her discretion, formulate a basis for an appeal or resubmit a Project that complies with the Covenants.

(b) Any written disapproval or conditions to approval shall state that the Unit Owner has a right to appeal pursuant to the procedures in these Bylaws.

(c) The Chair of the Architectural Review Committee shall deliver the written decision of the Board to the Unit Owner.

8.8 Appeal to the Board. The Unit Owner shall have the right to appeal a written disapproval or conditions of approval of the Project to the Board. In addition, the following procedures apply:

(a) The Unit Owner shall deliver a written notice of appeal to the Board within ten (10) days of the date of the Board's written disapproval or approval with conditions.

(b) An untimely appeal shall constitute a waiver of the appeal.

(c) The notice of appeal shall be limited to an explanation of how the Board erred when it determined that the Project does not conform to the Covenants in the Declaration identified in the written disapproval or that the conditions to approval are invalid, unlawful or unreasonable.

(d) The Board shall hold a hearing on the appeal at the next meeting of the Board that occurs at least ten (10) days following the date of the appeal or on such other date as the Board and the Unit Owner agree.

(e) The Board shall issue a final written determination within fourteen (14) days after the hearing.

(f) The Board shall deliver its final written determination to the Unit Owner.

(g) The Board's decision shall be final and not subject to further review.

8.9 Alternative to Appeal. In lieu of an appeal, the Unit Owner shall have the right to revise the Project to conform to the Covenants identified in the written disapproval or to modify any conditions to approval at any time and as many times as the Unit Owner elects; provided however, that any resubmissions shall constitute a new request to the Architectural Review Committee.

ARTICLE 9: Maintenance of Units and Common Areas

9.1 Maintenance of Units. Unit Owners shall be responsible for the care and maintenance of their Unit in accordance with the Governing Documents, the Act, and other applicable law, including without limitation any stormwater retention or detention ponds or other stormwater facilities located on the Unit.

9.2 Maintenance of Common Areas. The Board shall be responsible for the care and maintenance of the Common Areas in accordance with the Governing Documents, the Act, and other applicable law.

ARTICLE 10: Use and Enjoyment of Common Areas

10.1 General Rule. Unit Owners shall have the right to the use and enjoyment of the Common Areas subject to the following:

(a) Only Members in Good Standing may request the use of Common Areas for activities that may involve: (i) a large number of individuals (such as, by way of illustration and not limitation, picnics or similar gatherings); or (ii) an invitation to members of the public other

than Unit Owners (such as, by way of illustration and not limitation, holding recreational sports practices on the open-space lots on Moline Drive).

(b) The request shall include the purpose of the use, the requested date, time, place, and anticipated duration of the use of the Common Areas.

(c) The Board may withhold approval of the proposed use for any reason, including, but not limited to that the use is unlawful, conflicts with an already scheduled activity for use of the same Common Area, or otherwise is contrary to the general welfare of the Community in the reasonable discretion of the Board, provided however, that any denial of use shall not be contrary to any applicable law. Any approval may be with such conditions as the Board shall determine, including, but not limited to requiring payment of any fees, deposits, or evidence of insurance protecting the Association and participants of the use of the Common Areas.

(d) The Secretary shall keep a record of scheduled uses of the Common Areas.

10.2 Limitations on Use of Common Areas. Unit Owners shall be responsible for the cost of any and all damage that they cause while using the Common Areas. In addition, the following shall apply:

(a) When using the Common Areas, Unit Owners shall keep noise to a minimum and shall keep Common Areas free of debris and trash.

(b) The Board shall have the authority to impose a fee and costs if a Unit Owner and/or his or her invitees causes damage or fails to clean up debris and trash following the use of the Common Area.

ARTICLE 11: Limitation on Liability

11.1 Limitation on Personal Liability. Directors, Officers, and Committee Members shall not be personally liable for monetary damages for any action or inaction taken in connection with his or her service as a Director, Officer, or Committee Member unless: (a) the Director, Officer, or Committee Member has breached or failed to perform the duties of his or her

office under subchapter B of Chapter 57 of the Nonprofit Corporation Law of 1988, 15 Pa.C.S.A. §§ 5701 *et seq.*, and Section 5303(a) of the Act; and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The limitation on liability shall not apply if a Director, Officer, or Committee Member is responsible or liable: (a) under any criminal statute; or (b) for payment of taxes pursuant to local, state or federal law. If this section is amended in the future, the amendment shall apply prospectively only and shall not affect the limitation on the personal liability of the Director, Officer, or Committee Member for any actions or inactions taken before the amendment.

11.2 Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director, Officer, or Committee Member of the Association, or, while a Director, Officer, or Committee Member of the Association, is or was serving at the request of the Association as a Director, Officer, or Committee Member of another Association, partnership, joint venture, trust, or other enterprise, including an employee benefit plan, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Association, to the extent that such person is not otherwise indemnified and to the extent that such indemnification is not prohibited by applicable law.

11.3 Insurance. The Board shall have the power to obtain as a common expense of the Association insurance commonly known as Directors or Officers Liability Coverage in order to encourage service on the Board, as Officers, or on Committees to fund the obligations in this Article.

ARTICLE 12: Assessments

12.1 General Rule. The Board shall have the power to determine, set, and collect the Annual Assessment based on the Annual Budget and to impose a Special Assessment as reasonable deemed necessary by the Board.

12.2 Applicability. The Annual Assessment shall be imposed on each Unit. Special Assessments shall be imposed on each Unit unless such expense may be allocated pursuant to Section 5314(c) of the Act, 68 Pa.C.S.A. § 5314(c)

12.3 Payment. Unit Owners shall be responsible for paying the Annual Assessment and the Special Assessments and the same shall be automatic liens against the Units as provide by the Act.

12.4 Fees for Late Payment or Non-Payment. The Board in its discretion may impose reasonable late fees, interest, or penalties for failure to pay or untimely payment of the Assessments.

12.5 Changes to Annual Assessment. The Board shall have the power to increase or decrease the Assessments as provided by the Governing Documents or the Act.

ARTICLE 13: Compliance and Default

13.1 General Rule. Unit Owners shall be responsible for compliance with: (a) these Bylaws, the Declaration, and any amendments thereto; and (b) the Regulations adopted by the Board pursuant to and in accordance with these Bylaws, the Declaration, the Act, and other applicable law, including without limitation the Old Iron Estates Home Owners Association Rules and Regulations and Schedule of Fines (“Rules and Regulations”) attached hereto at Tab “B,” made a part hereof, and incorporated by reference.

13.2 Non-Compliance. Non-compliance with these Bylaws, the Declaration, or any Regulations shall constitute a Default.

13.3 Courtesy Warning Letter. If the Board determines that a Unit Owner is in Default, the Board shall deliver a Courtesy Warning Letter to the Unit Owner. The Courtesy Warning Letter shall:

(a) Notify the Unit Owner of the Default and cite the specific Covenants in the Declaration or provisions of the Bylaws or Regulations with which the Unit Owner has not complied;

(b) Identify with specificity the fines (and amounts) or other remedies the Board intends to impose or pursue as a result of the Default;

(c) State that the Unit Owner has a specific time frame within which to cure the Default; and

(d) Inform the Unit Owner of his or her right to notice and the opportunity to be heard before any fines may be levied, as required by the Act.

13.4 Opportunity to Cure. Upon receipt of a Courtesy Warning Letter, the Unit Owner shall cure within the time specified in the Courtesy Warning Letter. Upon written request of the Unit Owner before the expiration of that Cure Period, the Board may extend the time for compliance stated in the Courtesy Warning Letter for good cause shown. In making that determination, the Board shall consider the severity of the Default, the time that it may take the Unit Owner to ultimately cure the Default, and any other information the Unit Owner provides to the Board.

13.5 Notice of Satisfaction. If a Unit Owner cures the Default to the satisfaction of the Board within the Cure Period (including any extensions granted by the Board), the Board shall deliver a written Notice of Satisfaction to the Unit Owner and shall take no further action with respect to the Default except that the Board may assess a penalty for the Default for a first violation in accordance with the Rules and Regulations.

13.6 Failure to Cure. If the Unit Owner does not cure the Default within the Cure Period (including any extensions granted by the Board), the Board shall impose, after proper notice and opportunity to be heard (which may be complied with in the Courtesy Warning Letter), an "Initial Monetary Penalty" in writing and deliver the Initial Monetary Penalty. The Unit Owner shall be subject to the fines set forth in the Rules and Regulations and the Board shall be entitled to pursue any additional remedies authorized by the Act, these Bylaws, the Declaration, or any other applicable law.

13.7 Appeal. The Board encourages Unit Owners to engage with the Board to discuss any alleged Defaults and to exercise their right to cure upon receiving a Courtesy Warning Letter. However, a Unit Owner who receives a Courtesy Warning Letter shall have a right to appeal. If a Unit Owner appeals, the following procedures apply:

(a) The appeal must be in writing and delivered to the Board prior to expiration of the Cure Period as specified in the Courtesy Warning Letter.

(b) An untimely appeal constitutes a waiver of the appeal.

(c) The appeal shall be limited to an explanation of how the Board erred when it determined that the Unit Owner committed a Default.

(d) Upon receipt of the appeal, the Board shall hold a hearing to decide the appeal at its next scheduled Board meeting or on such other date as the Board and Unit Owner agree.

(e) The Board shall issue a notice of the hearing to the Unit Owner at least ten (10) days before the date of the hearing.

(f) The Unit Owner shall have a right to present any evidence for the Board's consideration in support of the appeal.

(g) The Board shall issue a written notice of decision, including its reasoning, to the Unit Owner within fourteen (14) days after the hearing.

(h) The Board's decision shall be final and not subject to further review.

13.8 Payment of Fines. All fines imposed by the Board shall be paid when imposed or, in situations in which the Unit Owner appealed and was unsuccessful, within fifteen (15) days after the Board's final written determination upholding the imposition of the fine. Any unpaid fines shall constitute Assessments hereunder and be subject to all late fees, interest and other charges as provided in the Governing Documents or the Act.

13.9 Extraordinary Relief. In addition to any other remedies authorized by these Bylaws, the Act, the Declaration, or the Regulations, the Board shall have the right to pursue extraordinary relief at the Unit Owner's expense in the following circumstances:

(a) The Board may take such actions that are reasonably necessary to cure a Default without further notice if (a) a Unit Owner has previously been notified of the Default, (b) all appeal rights the Unit Owner exercised have been exhausted or the time for appeal has lapsed, and (c) the Unit Owner nevertheless has not cured or refuses to cure.

(b) For emergency situations, the Board shall have the right to authorize immediate action without prior notice to Unit Owners for Defaults that pose an imminent threat to the health, safety, and general welfare of the community as a whole or to any one or more Unit Owners. By way of illustration and not limitation, violations that pose an imminent threat to the health, safety, and general welfare include the accumulation of trash or other materials that may attract pests; a threat of flood or fire damage to neighboring properties; or a collapsed structure or tree blocking the road or drivers' lines of vision.

(c) The rights granted to the Association in this Article XIII (relating to emergencies and self-help remedies) include the right to authorize the entry upon or into the Unit Owner's property and engage in all maintenance or repair activities that are necessary to abate the violation and cure the Default without liability for trespass, the Unit Owners having consented to these limited rights of access to their Unit as a condition of membership in the Association.

(d) The costs incurred by the Association under this Section, including any reasonable attorney fees and court costs, shall be assessed against the Unit Owner.

(e) The Board may elect to add the additional costs incurred for exercising the remedies in this Section to the Unit Owner's Annual Assessment.

(f) Failure to pay any such additional costs identified in this Section shall entitle the Board to pursue any and all additional remedies, including the exercise of lien rights, on behalf of the Association.

13.10 No Waiver. The Board's decision to pursue one form of relief for a Default instead of another shall not constitute a waiver of the Board's right to pursue any other forms of relief authorized by the Bylaws, the Declaration, the Regulations, or other applicable law.

13.11 Complaints. Unit Owners may lodge complaints with the Board when they believe another Unit Owner may be in violation of the Bylaws, the Declaration, or the Regulations. Complaints shall be in writing and delivered to the Board. The Board shall consider the complaint and shall have the absolute discretion to determine whether or not to pursue an investigation. If

the Board elects to pursue a complaint, the procedures in this Article shall then apply. If the Board declines to act, the Unit Owner who filed the complaint may pursue other remedies authorized by law.

ARTICLE 14: Amendments

14.1 Amendments to Bylaws. The Board may amend these Bylaws at any time subject to the following provisions:

(a) Upon request of the Board, the Bylaws Committee shall review and revise the Bylaws then in effect and make recommendations to the Board for amendments.

(b) The Board shall act on the recommendations of the Bylaws Committee at its next scheduled Board meeting.

(c) Upon receipt of the recommendations from the Bylaws Committee, the Board may approve, disapprove, or propose changes to the Bylaws. If the Board proposes changes, the Board shall have the authority to make the changes itself or instruct the Bylaws Committee to incorporate the Board's changes. In that latter event, the Bylaws Committee shall incorporate the Board's changes and resubmit them to the Board for final approval.

(d) Upon final approval, the Board shall deliver the final version of the amended Bylaws to the Unit Owners.

(e) The Unit Owners shall have fourteen (14) days to submit comments on the proposed amended Bylaws. Comments shall be delivered to the Board.

(f) The Board shall consider all comments before taking final action on the Bylaws, but shall not be required to include any comments or modifications unless requested in writing by a majority of all Unit Owners.

(g) Upon the Board's approval of the Bylaws, the Directors shall execute the Bylaws or any amendments thereto and keep the original in the records of the Association.

(h) Upon final approval by the Board, the Secretary shall deliver the executed Bylaws or amendments thereto to the Unit Owners.

14.2 Amendment to Declaration. The Declaration shall only be amended in accordance with Section 5219 of the Act, 68 Pa.C.S.A. § 5219. Two (2) Officers, including the President and any other Officer, shall execute, certify, and cause the recording of any amendments to the Declaration.

ARTICLE 15: Financial Matters

15.1 Fiscal Year. The fiscal year of the Association shall be January 1 to December 31.

15.2 Annual Budget. The Board shall adopt the Annual Budget prior to the Annual Meeting.

(a) The Board shall deliver the proposed Annual Budget to the Unit Owners at the Annual Meeting.

(b) The Annual Budget shall be final unless the Unit Owners disapprove of the Annual Budget by a majority vote of all Unit Owners within thirty (30) days of delivery of the Annual Budget, provided however, that only Members in Good Standing shall have the right to such vote.

15.3 Capital Expenditures. The Board may approve capital expenditures not otherwise contained in the budget for improvements to Common Areas.

(a) The Board shall deliver notice of any proposed capital expenditures to the Unit Owners at least thirty (30) days before incurring such capital expenditures.

(b) The capital expenditures shall be final unless the Unit Owners disapprove of the capital expenditure by a majority vote of all Unit Owners within thirty (30) days of delivery of notice of the proposed capital expenditure, provided however, that only Members in Good Standing shall have the right to such vote.

15.4 Annual Report. The Board shall present an annual report to the Unit Owners in accordance with Section 5553 of the Nonprofit Corporation Law of 1988, 15 Pa.C.S.A. § 5553.

ARTICLE 16: Miscellaneous

16.1 Successors and Assigns. These Bylaws are binding on Unit Owners' successors and assigns.

16.2 Governing Law. These Bylaws shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania.


16.3 Counterparts. The Bylaws may be executed by the Directors in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document. Signatures by facsimile and/or email shall be acceptable and sufficient to make these Bylaws fully effective.

16.4 Administrative, Typographical, or Ministerial Error. These Bylaws shall not be invalid as a consequence of any administrative, typographic or ministerial error.

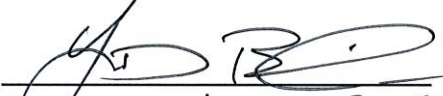
16.5 Interpretation; Conflict. If there is a conflict between these Bylaws and the Act, the Declaration, the Articles, or other applicable law, the Bylaws shall be interpreted to be consistent with the Act, the Declaration, the Articles, or other applicable law (as the case may be). If the conflict between these Bylaws and the Act, the Declaration, the Articles, or other applicable law is irreconcilable, then the Act, the Declaration, the Articles, or the other applicable law (as the case may be) shall control.

[signatures follow on the next page]

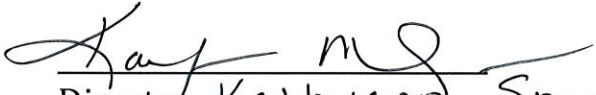
IN WITNESS WHEREOF, the undersigned Directors of the Board hereby adopt these AMENDED AND RESTATED BYLAWS OF THE OLD IRON ESTATES HOMEOWNERS ASSOCIATION effective as of the 14 day of June, 2017.


Board Chair Louis Biacchi


Board Vice Chair Timothy Price


Director Yonn Barrick


Director Kevin Michael Ricker


Director Kathryn Snyder


Director Erin Stahlnecker


Director Matthew Vogel

TAB A: PROXY FOR OLD IRON ESTATES HOMEOWNERS ASSOCIATION

The undersigned, constituting all of the Unit Owners of Unit No. ___ in the Old Iron Estates residential development, in accordance with Article IV, Section 4.10 of the Bylaws of the Old Iron Estates Homeowners Association (the "Association") and Section 5310 of the Pennsylvania Uniform Planned Community Act, hereby nominate, constitute, designate and appoint _____ [insert name and Unit No. of person to whom you are giving your voting rights], with full power of substitution, to act on my/our behalf at the meetings of the Association at which the undersigned may be entitled to vote. In his/her discretion _____ is hereby authorized to vote upon any and all of such business as may properly come before any Unit Owner Meeting, to exercise my/our vote on all matters that may arise during any such meetings, including without limitation the election of Directors.

This Proxy shall (initial only one):

_____ At the conclusion of the Unit Owner Meeting scheduled for _____, including any adjourned (due to a lack of a quorum) and reconvened meeting thereof.

_____ On _____ (insert date no later than one year from the execution date below.

_____ Upon revocation upon notice to the Association Board, subject to automatic expiration one year from the execution date below.

Signature

Signature

Print Name

Print Name

Date

Unit Address

TAB B: Rules and Regulations

Schedule of Fines

The Old Iron Estates Homeowner's Association has established the following Rules and Regulations for Bylaw and Declaration non-compliance violations, enforcement, and any applicable monetary penalties for continued violations. Such violation constitutes a default.

First Notice; Courtesy Warning Letter

A "Courtesy Warning Letter" will be delivered to the Unit Owner of the property outlining the non-compliance violation and, if appropriate, given a time frame in which to cure. The Courtesy Warning Letter shall be sent in any manner as authorized by the Bylaws. Should a period of one year lapse between violation letters of the same offense, the next letter will be a First Notice again.

Second Notice; Assessment of Initial Monetary Penalty:

The Association will assess an "Initial Monetary Penalty" according to the Schedule of Fines if the Unit Owner has not corrected or removed the violation, or the violation has been repeated within the time frame as stipulated in the First Notice. All penalty notices shall be sent in any manner as authorized by the Bylaws. The Initial Monetary Penalty shall be imposed after notice and the opportunity to be heard, as detailed below.

Subsequent Notices; Assessment of Additional Monetary Penalties:

After the imposition of the Initial Monetary Penalty, "Additional Monetary Penalties" may be imposed upon subsequent inspections if the Unit Owner has not corrected the violation or the violation is repeated. Additional Monetary Penalties will be imposed after inspections have been conducted to coincide with the terms of the Notices as outlined in the Schedule of Fines.

Exception of Notice Procedure:

Violations posing a threat to the health, safety, and/or welfare of the community as a whole or any one or more other Unit Owners or residents

may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; or a collapsed structure or tree blocking the road or drivers' lines of vision.

Right of Self-Help:

The Old Iron Estates Homeowner's Association has the right (but not the obligation) to enter the Unit Owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Unit Owner for the costs of all maintenance and repairs performed by the Association. The Association may seek to recover reasonable attorney fees, regardless of whether suit is filed, and court and other costs associated with any maintenance, repair, clean up, penalties or damages assessed.

Opportunity to be Heard:

The Association recognizes each Unit Owner's right to explain the reasons why there is a violation of the Bylaws or Declaration, particularly if the violation results in a Monetary Penalty. Therefore, a Unit Owner has the opportunity to request an appeal hearing before the Board of Directors. In order to exercise this right, the Unit Owner must provide a written request for a hearing prior to the cure date as noted within the First Notice, Courtesy Warning Letter. The request may be made via email (OldIronEstatesHOA@gmail.com), mail, or certified mail (Old Iron Estates Homeowner's Association, PO Box 6431, Harrisburg PA 17112-6431). Upon receiving written notice, the Board will schedule a hearing at the next scheduled monthly Board meeting or such other date and time as are convenient to the Board and the Unit Owner. The appeal will be subject to a Board vote. Failure to timely request a hearing shall be deemed waiver of the right to the hearing. Failure to appear at a properly noticed hearing will result in an automatic denial of the contest. Following the hearing, a formal Notice of Decision will be sent to the Unit Owner via email, mail, or certified mail. If the Board denies the contest, the violation must be corrected and fines paid as per the Schedule of Fines.

Payment of Fines

Fines are due when imposed and are deemed delinquent if not paid within fifteen (15) days of the dated Second or Subsequent Notices. A \$25 insufficient fund fee will be charged for returned checks. Interest will be assessed on any delinquent payments. The Association may commence a lawsuit to compel payment of delinquent fines and to recover attorney's fees and costs of enforcement, regardless of whether suit is filed.

Liens

All fines and Monetary Penalties imposed and all costs and expenses incurred by the Association pursuant to these Rules and Regulations shall be added to the amount owing by the Unit Owner and shall be part of the automatic lien against the Unit Owner's Unit pursuant to Section 5315 of the Pennsylvania Uniform Planned Community Act.

Schedule of Fines

In addition to all costs and expenses incurred by the Association, the following shall apply to violations of the Governing Documents of the Association:

1. Property alterations and/or improvements, non completion of new construction or projects, and/or deviations from original ARC approval:
 - A. First notice: Courtesy Warning Letter (10 day compliance unless otherwise stated in Letter)
 - B. Second notice for same violation: \$100 (10 day compliance unless otherwise stated in Letter)
 - C. All subsequent notices for same violation: \$200 (monthly)

2. Repair and upkeep of property:
 - A. First notice: Courtesy Warning Letter (7 day compliance unless otherwise stated in Letter)
 - B. Second notice for same violation: \$50 (7 day compliance unless otherwise stated in Letter)
 - C. All subsequent notices for same violation: \$200 (monthly)

3. Parking violations in excess of one week (including, but not limited to, storing any commercial vehicles, unregistered vehicles, motorized off-road vehicles, boats, campers, recreational vehicles, trailers of any type, or mobile homes, parking on unpaved surfaces, and overnight parking on streets):
 - A. First notice within twelve consecutive months: Courtesy Warning Letter
 - B. Second notice within twelve consecutive months: \$50 each
 - C. All subsequent notices for the same violation within twelve consecutive months: \$100 each

4. All other violations:
 - A. First notice within twelve consecutive months: Courtesy Warning Letter (will include time limits for correction of violation, if appropriate)
 - B. Second notice for the same violation within twelve consecutive months: \$50
 - C. All subsequent notices for the same violation within twelve consecutive months: \$100 each