

BY-LAWS OF
VILLAGE OF CROSS CREEK
HOMEOWNERS' ASSOCIATION, INC.

"A Nonprofit Corporation"

PREAMBLE

This corporation is a Nonprofit Corporation incorporated pursuant to Part II, Subpart B, Article C, Chapter 23, Subchapter A of the Pennsylvania Business Corporation Law of 1988, as amended. The business of the corporation shall be managed by an Executive Board.

**ARTICLE I
DEFINITIONS**

1.1 "Act" means the Uniform Planned Community Act.

1.2 "Association" shall mean and refer to Village of Cross Creek Homeowners' Association, Inc. a Pennsylvania nonprofit corporation, its successors and assigns.

1.3 "Declaration" means the Declaration for Phases 1A and 2 of the Village of Cross Creek to be recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania.

1.4 Not Used.

1.5 "Lot" means the Unit being a physical portion of the planned community designated for separate ownership or occupancy, as more fully set forth in the Act.

1.6 "Member" shall mean and refer to those persons required to be members as provided herein.

1.6.1 Mandatory Membership. All Lot Owners are members of the Village of Cross Creek Homeowners' Association and are subject to all its assessments, by-laws, rules and regulations as now or hereafter in effect.

1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property.

1.8 "Property" shall mean and refer to that certain real estate to be developed as a planned community known as Village of Cross Creek, a development of single-family detached dwellings as more fully set forth in the final in the final subdivision plans and submitted to the Act by the Declaration.

1.9 "Township" means North Middleton Township, Cumberland County, Pennsylvania.

1.10 "Executive Board" is the collective phrase for the elected officers of the HOA.

ARTICLE II

MEMBERS AND MEETINGS OF MEMBERS

2.1 Members. Every owner of a Lot in the Property is a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2.2 Meetings. The annual meeting of the Members of the Association shall be held at such time and place the Board determines for the purpose of electing the Executive Board for the next term of office and updating the Members on the status of the Association. Special meetings of the Members may be called at any time by the Chairman, the Board, or at least one-tenth of the Members. Meetings of the Members may be held at any place within south central Pennsylvania-

2.3 Notice. Written notice of the time and place of the Annual Meeting and all special meetings of the Members shall be delivered to each Member at least ten days prior to the date of such meeting, unless a longer period of notice is required by applicable law, by the Articles of Incorporation, or by these By-Laws. Notice of special meetings of the Members shall state the general nature of the business to be transacted. Any written notice shall be delivered personally, email, or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United State mail, postage prepaid, and addressed to the designated Member at such Member's most recent address listed in the records of the Association.

2.4 Quorum.

2.4.1 A meeting of Members duly called shall not be organized for the transaction of business unless a quorum is present. The presence in person or by proxy of twenty (20%) percent of the Members entitled to vote shall constitute a quorum at all meetings for the transaction of business except as may be otherwise provide by law, by the Articles of Incorporation or by the Declaration.

2.4.2 The Members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.4.3 If a meeting cannot be organized because a quorum has not been attained, those present may, except as otherwise provided by statue, adjourn the meeting to such time and place as they may determine. In the case of any meeting called for the election of the Executive Board, those who the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of electing the Executive Board. In the case of any meeting called for any other purpose, those who attend the second of such adjourned meetings, although less than quorum, shall nevertheless constitute a quorum for then purpose acting upon any resolution or other matter set forth in the notice of the meeting, if written notice of such second adjourned meeting, stating that those members who attend shall constitute a quorum for the purpose of acting upon such resolution or other matter, is given to each member of

record entitled to vote at such second adjourned meeting at least ten days prior to the day name for the second adjourned meeting.

2.5 Voting by Members. Every Member of the Association shall be entitled to the number of votes based on the number of lots owned. No Member shall sell his vote for money or anything of value. Upon the request of a Member, the books or records of membership shall be produced at a regular or special meeting of the Association. If at any meeting the right of a person to vote is challenged, the presiding officer shall require such books or records to be produced as evidence of the right of the person challenged to vote, and all persons who appear by such books or records to be Members entitled to vote may vote. The right of a Member to vote, and his right, title and interest in or to the Association or its property, shall cease on the termination of his membership.

Methods of Voting. Voting may be by ballot, mail, email, or any reasonable means determined by the Executive Board. Elections for the Executive Board need not be by ballot except upon the demand made by a Member at the election and before voting begins.

ARTICLE III CLASSES OF MEMBERSHIP

3.1 Classes. The Association shall have one class of voting membership:

3.1.1 Class A. Class A Members shall all be Lot Owners and are entitled to one vote per Lot owned. When more than one (1) person is the Owner of a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one Class A membership vote be cast with respect to any Lot. The Class A Members shall not include Lots owned by the Association or developers/investors. As of January 1, 2024, previous Class B memberships are converted to Class A membership solely.

ARTICLE IV PROXIES

4.1 Proxies. The vote allocated to a Lot may be cast pursuant to ~~a proxy~~ to a proxy duly executed by a Lot Owner. A Lot Owner may not revoke a proxy given under this section except by actual 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 year after its date unless it specifies a shorter term.

ARTICLE V EXECUTIVE BOARD

5.1 Number and Qualification. An Executive Board shall govern the affairs of the Association. The Executive Board shall be comprised of three to seven people, all of whom shall be Lot Owners.

5.2 Quorum of the Executive Board. A quorum is deemed present throughout any meeting of the Executive Board if people entitled to cast fifty (50%) percent of the votes

on the board are present at the beginning of the meeting. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting. At the next meeting at which a quorum is present, any business which might have been transacted at the original meeting may be transacted.

5.3 Powers and Duties. The Executive Board shall have all of the powers and duties necessary for the administration of the affairs of the Association. The Executive Board shall have the power, from time to time, to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Association; *provided, however*, that such Rules and Regulations shall not be in conflict with the Act, the Declaration, or these Bylaws. The Executive Board may delegate to one of its members the authority to act on behalf of the Executive Board. The Executive Board is authorized to take action as deemed appropriate as required by the Act, Declaration, or Bylaws.

5.4 Managing Agent. The Executive Board may employ (but is not required to employ) for the Association a "Managing Agent" at a compensation established by the Executive Board which in no event shall exceed ten (10%) percent of the annual budget of the Association.

5.5 Duties of the Managing Agent. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but limited to, any or all of the duties listed in the Act, the Declaration, and the Bylaws. Such duties shall be performed as advisory to the Executive Board by the Act, the Declaration, and the Bylaws other than the following powers:

5.5.1 To pass the annual budget, any amendment thereto and to assess any Common Expenses;

5.5.2 To enact, repeal or amend Rule and Regulations;

5.5.3 To designate signatures on Association bank accounts;

5.5.4 To borrow money on behalf of the Association;

5.5.5 To acquire and mortgage Lots.

The Managing Agent shall perform obligations, duties and services relating to management of the property and the maintenance of reserve funds in compliance with provisions of these Bylaws.

5.6 Limitations. Any contract with a Managing Agent must provide that it may be terminated without cause on no more than thirty (30) days from a written notice.

5.7 Election and Term of Office. At the first annual meeting of the Association, the term of office of each member of the Executive Board shall be fixed at one year. The Members of the Executive Board shall hold office until their respective successors shall have been elected by the Association as provided herein.

5.8 Removal or Resignation of Members of the Executive Board. Any one or more Executive Board Members may be removed with or without cause at a regular or duly called special meeting by a vote of sixty-seven (67%) of voting Lot Owners. A successor may then and there be elected to fill the vacancy thus created.

Any Member whose proposed removal shall be given at least seven days notice of the time, place, and purpose of the meeting and be given an opportunity to be heard at the Meeting. A member of the Executive Board may resign at any time by presenting to the Secretary a written resignation which shall be effective upon receipt, or a date as agreed upon between the member and the Executive Board. A member of the Executive Board shall be deemed to have resigned upon disposition of his Lot.

5.9 Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Lot Owners shall be by a vote of a majority of the remaining members of the Executive Board at a special meeting of the Executive Board held for the such purpose promptly after the occurrence of any such vacancy, even if the members present at such meeting may constitute less than a quorum. Any failure to fill such vacancy or vacancies shall not invalidate any action taken by the remaining members of the Executive Board pending the election of a person to fill the vacancy or vacancies. Each person so elected to fill a vacancy on the Board shall be a member of the Executive Board for the remainder of the term of the member being replaced or until a successor shall be elected at the next annual meeting of the Association.

5.10 Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members. Notice of regular meetings of the Executive Board shall be given to each member, personal delivery, email, or mail, at least three (3) business days prior to the day named for such meeting.

5.11 Special Meetings. Special meetings of the Executive Board may be called by the Chairperson on at least three (3) days notice to each member by hand delivery or by prepaid United States mail. The notice shall state the time, place and purpose of the meeting, including the general nature of any proposed amendment to the Declaration or Bylaws; any budget or assessment charges; and any proposal to remove a director or officer. Special meetings of the Executive Board shall be called by the Chairperson or Secretary in a like manner and like notice on the written request of at least two members of the Executive Board.

5.12 Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such a meeting.

5.13 Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such.

5.14 Conduct of Meetings. The Chairperson shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings.

5.15 Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any executive meeting may be taken without a meeting if all of the members of the Executive Board then in office shall individually or collectively consent in writing (letter or email) to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

ARTICLE VI OFFICERS

6.1 Designation. The principal officers of the Association shall be the Chairperson, the Vice Chairperson, the Secretary and the Treasurer, all of whom shall be elected by the Lot Owners and are members of the Executive Board. Members-at-large may be appointed by the Executive Board and are considered members of the Executive Board.

6.2 Election of Officers. The officers of the Association shall be elected annually by the Lot Owners at the annual Meeting and shall hold office at the pleasure of the Executive Board. Members-at-large may be appointed by a majority vote of the principal officers of the Association.

6.3 Removal of Officers. Upon the affirmative vote of two-thirds (2/3) of all Members of the Executive Board or lot owners, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

6.4 Chairperson. The Chairperson shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Executive Board; and have all of the general powers and duties which are incident to the office Chairperson including without limitation the power to appoint committees from among the Lot Owners as needed and appropriate to assist in the conduct of the business of the Association.

6.5 Vice Chairperson. The Vice Chairperson shall take the place of the Chairperson and perform duties of the Chairperson whenever the Chairperson shall be absent or unable to act. If neither the Chairperson nor the Vice Chairperson is able to act, the Executive Board shall appoint some other member of the Executive Board to act in place of the Chairperson, on an interim basis. The Vice Chairperson shall also perform such other duties as imposed upon him or her by the Executive Board or by the Chairperson.

6.6 Secretary. The Secretary shall keep the minutes of all meetings of the Association and the Executive Board; have charge of such books and papers as the Executive Board may direct; maintain a register setting forth the place to which all notices to Lot Owners shall be delivered; The Secretary shall execute, prepare, execute, and record amendments to the Bylaws on behalf of the Association. The Secretary will, in general, perform all the duties incumbent to the office of the Secretary of an incorporated homeowners' association.

6.7 Treasurer. The Treasurer shall have the responsibility for Association finances and securities. The Treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursement, and for the preparation of all required financial data. The Treasurer shall be responsible for the

deposit of all monies and other valuable effects in the name of the Executive Board, Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board; and, in general, perform all the duties incumbent to the office of the Treasurer of an incorporated homeowners association.

6.8 Members-at-large. The duties of a member-at-large will be assigned by the Chairperson of the Executive Board.

6.8 Execution Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations (a) included in the budget or (b) involving \$3,000.00 or less, may be executed by any one officer or other person designated by the Executive Board; otherwise, all other such instruments for expenditures or obligations of the Association shall be executed by any two officers or person designated by the Executive Board.

6.9 Compensation. No officer shall receive any compensation from the Association for acting as such.

ARTICLE VII INSURANCE

7.1 Insurance to be carried by Association. The Association shall maintain, to the extent reasonably available, all of the following:

7.1.1 Property insurance on the common facilities and controlled facilities to the extent the controlled facilities can be insured separately from the Lot insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall not be less than 80% of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

7.1.2 Comprehensive general liability insurance on common facilities and controlled facilities will include medical payments insurance, in an amount determined by the Executive Board, and will cover all occurrences commonly insured against for (such as death, bodily injury and property damage) arising out of or in connection with the use, ownership; or maintenance of the common elements.

7.1.3 This insurance does not cover the private property of Lot Owners.

7.2 Policy Terms. Insurance policies carried under this Section shall provide all of the following:

7.2.1 Each Lot Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

7.2.2 The insurer waives its right to subrogation under the policy against any Lot Owner or member of the owner's household.

7.2.3 No act or omission by any Lot Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

7.2.4 If at the time of loss under the policy there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy is primary insurance not contributing with the other insurance.

ARTICLE VIII OPERATION OF THE PROPERTY

8.1 Fiscal Year. The fiscal year of the Association shall be January 1st to December 31st, unless otherwise determined by the Executive Board.

8.2 Preparation and Approval of Budget.

8.2.1 Within 60 days prior to commencement of each fiscal year, the Executive Board shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, repair and replacement of the Common Elements and those parts of the Lots as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Lot Owners of all related services.

8.3 Assessment of Common Expenses. Assessments for common expenses shall be made at least annually, based on a budget adopted at least annually by the Association. A special assessment for common expenses (one other than the annual assessment) must be approved by two-thirds of the Executive Board. The budgets of the Association shall segregate limited common expenses from general common expenses to the extent appropriate. The cost of snow removal for any street constructed within the Planned Community shall be the responsibility of the Township. No annual Assessment may exceed the previous annual Assessment by more than fifteen (15%) percent unless approved by the affirmative vote of two-thirds (2/3) of the votes eligible to be cast by the Owners in attendance or represented by proxy, at a meeting of the Owners duly called for this purpose.

8.4 Allocation and Interest. Except for assessments under Section 8.6, all Common Expenses shall be assessed against all the Lots equally. Any past due assessment or installment thereof shall bear interest at the rate established by the Association at not more than fifteen (15%) percent per year.

8.5 Limited Common Expense. If and to the extent applicable, any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed in equal shares against the Lots to which that Limited Common

Element was assigned at the time the expense was incurred regardless of the size of the Lot.

8.6 Special Allocations of Expenses. Except as provided by the Declaration:

8.6.1 Any common expense associated with the maintenance, repair or replacement of a limited common element shall be assessed in equal shares against the Lots to which that limited common element applied at the time the expense was incurred.

8.6.2 Any common expense benefiting fewer than all of the Lots shall be assessed exclusively against the Lots benefited. If a common expense is caused by the negligence or misconduct of a Lot Owner, the Lot Owner's family members, guests, or invitees, or by the Lot Owners' failure to comply with the requirements of the Declaration the Association may assess the expense related thereto exclusively against the Lot of such Lot Owner.

8.6.3 The costs of insurance shall be assessed in proportion to risk, and the costs of utilities that are separately metered to each Lot shall be assessed in proportion to usage.

8.7 Reallocation. If Common expense liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

8.8 Lien for Assessments. The Association has a lien on a Lot for any assessment levied against that Lot or fines imposed Against its Lot Owner from the time the 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 Lot in execution of a common element lien or any other lien shall not affect the lien of a mortgage on the Lot, except the mortgage for which is being held, if the mortgage is prior to all other liens upon the same property except those liens identified in 42 Pa.C.S.A § 8152(a) (relating to judicial sale as affecting lien of mortgage) and liens for assessments created under this section. Fees, charges late charges, fines and interest charged under the Act and reasonable costs and expenses of the association, including legal fees, incurred in connection with collection of any sums due to the Association by the Lot Owner or enforcement of the provisions of the Declaration, Bylaws, rules or regulations against the Lot Owner are enforceable as assessments. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as lien from the due date of the delinquent installment. A lien pursuant to this section shall have priority set forth in Section 5315 of the Act.

8.9 Note and Perfection of Liens. Subject to the priority of liens set forth in Section 5315(b) of the Act, recording of the Declaration constitutes record notice and perfection of a lien on a Lot for any assessment levied against that Lot for fines imposed against the Lot Owner.

8.10 Initiation Fee. Each Lot shall pay the same Initiation Fee regardless of the size of the Lot. The Executive Board may change the Initiation Fee.

8.11 Reserves. The Executive Board may build and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget, and which may become necessary during the year, may be charged first against such reserves at the discretion of the Board. If the reserves are inadequate for any reason, including non-payment of any Lot Owner's assessment, subject to any prior approval of the Lot Owners as required by the Declaration, the Executive Board may at any time levy a further assessment, which shall be assessed against the Lot Owners equally, which may be payable in a lump sum or in instalments as the Executive Board may determine. The Executive Board shall serve notice of any further assessment on all Lot Owners by a statement in writing giving the amount and reasons for the additional assessment. Any such further assessment shall, unless otherwise specified in the notice, become effective and is due ten days after the delivery of such notice of further assessment. Lot Owners shall be obligated to pay the assessed amount. Such assessment shall be a lien as of the effective date as set forth herein. In no event shall assessment be refundable or repayable to any Lot Owners.

8.12 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay his allocable share of the Common Expenses, as herein stated, provided whenever the same shall be determined and, in absence of any budget or adjusted budget, each Lot Owner shall continue to pay each annual installment at the monthly or annual rate established for the previous fiscal year until notice of the payment which is due more than ten days after such a new annual or adjusted budget shall have been delivered.

8.13 Accounts. All sums collected by the Executive Board with respect to assessments against Lot Owners or from any source may be commingled into a single fund.

8.14 Lot Owners Veto. Anything herein to the contrary, notwithstanding a vote of Lot Owners entitled to cast at least eighty (80%) percent of the votes, Lot Owners may reject any budget or capital expenditure approved by the Executive Board, within thirty days after approval.

8.15 Payment of Common Expenses. Each Lot Owner shall pay the Common Expenses assessed by the Executive Board pursuant to this section. No Lot Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Lot. No Lot Owner shall be liable for the payment of any part of the Common Expenses assessed against his Lot subsequent to the date of recordation of a conveyance by him of each Unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid assessments against the

latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Lot Owner amounts paid by the purchaser therefore. The purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Lot Owner within five days follow a written request therefore to the Executive Board or Managing Agent and such purchaser shall not liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Each Lot Owner who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such Mortgagee comes into possession thereof, except for (i) claims for a pro rata share of such assessments or charges resulting from a pro rata allocation of such assessments or charges to all Lots including the mortgaged Lot and (ii) claims for assessments not subject to divestiture pursuant to the Act.

8.16 Collection of Assessments. The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Lot owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment, or installment thereof, not paid within ten days after due, shall accrue a late charge in the amount of five (5%) percent of the overdue assessment or installment in addition to interest as provided above in paragraph 8.4.

8.17 Statement of Common Expenses. The Executive Board shall provide within ten (10) business days any Lot Owner, contract purchaser or Mortgagee so requesting in writing, with a written statement of all unpaid assessments for Common Expenses due from such Lot Owner. The Executive Board may impose a reasonable charge for the preparation of such a statement to cover the cost of preparation to the extent permitted by the Act.

8.18 Maintenance, Repair, Replacement and Other Expenses. Except to the extent provided by the Declaration, or Section 5312 of the Act (relating to insurance), the Association is responsible for maintenance, repair and replacement of the Common Elements, and each Lot Owner is responsible for maintenance, repair and replacement of his Lot (to include sidewalks). Each Lot Owner shall afford to the Association and the other Lot Owners and to their agents or employees access through the Lot reasonably necessary for those purposes. If damage is inflicted on the common elements or on any Lot through which access is taken, the Lot Owner responsible for the damage or the Association if it is responsible, is liable for the prompt repair of the damage.

8.19 Association Records. All financial and other records shall be made reasonably available for examination by any Lot Owner and authorized agents.

8.20 Annual Financial Statements. Within one hundred eighty (180) calendar days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the

association. The cost of preparing the financial statements shall be a common expense. Each Lot Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing paper copies of records other than the financial statement.

ARTICLE IX COMPLIANCE AND DEFAULT

9.1 Relief. Each Lot Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Lot Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

9.1.1 Additional Liability. Each Lot Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

9.1.2 Costs and Attorney's Fees. In any proceeding arising out of any alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such attorney's fees as may be determined by the court. A judgment or decree in an action or suit brought under Section 5315 of the Act shall include costs and reasonable attorneys' fees for the prevailing party.

9.1.3 No Waiver of Rights. The failure of the Association, the Executive Board or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Lot Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Lot Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

9.1.4 Abating and Enjoining Violations by Lot Owners.

9.1.4.a The EB may pursue remedy to property or maintenance violations of the written bylaws of the HOA in the following way:

-First, written notice of the specific violations of the bylaws shall be provided by the E to the property owner which includes a 30 day window to remedy the violations or to appeal.

-If no appeal or remedy is undertaken by the home owner within the 30 days, the EB may place a lien against the property owner until such violations named in the notice are remedied.

-After 90 days, if no remedy or appeal has been enacted by the homeowner, the EB may take legal action against the property owner to seek relief of the violations. If permission is granted by the court system, any changes or work done to the property on behalf of the EB shall be done by those holding professional licenses and insurance for which they may seek compensation by the property owner.

-An appeal to the written notice of bylaws violation will be successful if the the property owner receives the agreement of 51% of the other property owners by signature that they do not object to the violation given by the EB in the written notice

9.1.4.b To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE X AMENDMENTS

10.1 Amendments to Bylaws. Amendments of a material nature to these Bylaws must be agreed to by Lot Owners entitled to cast at least sixty-seven (67%) percent of the votes. Additionally, if any amendment is necessary in the judgement of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provisions hereof, or with the Act or the Declaration. At any time and when appropriate, the Executive Board may effect an appropriate corrective amendment without the approval of the Lot Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of the sentence.

ARTICLE XI ARCHITECTURAL REVIEW COMMITTEE AND BUILDING AND USE RESTRICTIONS

11.1 Architectural Review Committee

11.1.1 Membership. The Architectural Review Committee shall be chaired by the Chairman and other members of the Executive Board as designated by the Chairman.

11.1.2 Quorum and Majority Action. The Architectural Review Committee shall have a quorum by the presence of more than fifty (50%) percent of its membership. The Committee shall act, upon approval or disapproval of a majority of a quorum.

11.1.3 Appointment of Successors. The Chairman shall appoint a new member upon the death or resignation of any member.

11.1.4 Prior Approval of Architectural Review Committee. Any structural changes and additions to Lots must be vetted for approval by the Architectural Committee prior to construction. This includes fences, attached or detached structures, garages, single dwelling houses, other structures of any kind, or driveway. Plans for any such structure or alteration to existing buildings shall show the nature, kind, shape, height, materials, floor plans, color scheme, location, front and rear facings, roofing and elevations thereof and final grading of the lot so as to be in harmony with the exterior design of the surrounding structures and topography of the community. The Architectural Review Committee shall have the right to decline to approve any such plans and specifications submitted which are not, in the opinion and sole discretion of the Architectural Review Committee, in aesthetic harmony of external design and location in relation to surrounding structures, topography and finished ground elevation. In the event, that the Committee fails to approve or disapprove any such design and location, within thirty (30) calendar days after said plans and specifications have been submitted, approval will not be required, and such plans and specifications shall be deemed to have been approved. If the proposed changes to their property are disapproved by the ARB, the property owner may override the ARB by gathering the signatory approval of 51% of the property owning membership within the HOA

11.1.5 Township Approval. Township approval must be obtained prior to submission to the Architectural Review Committee. However, Township approval does not override subsequent approval by the Architectural Review Committee.

11.1.6 Building and Use Restrictions. Lots and buildings in the Village of Cross Creek, North Middleton Township, Cumberland County, Pennsylvania shall be subject to the building and use restrictions and conditions (contained in paragraph 11.2) for the purposes of insuring the attractiveness of the homes constructed or to be constructed within the development and to preserve, protect and enhance the values and amenities of the development. These building and use restrictions, subject to the conditions herein, shall be binding upon all of the land in said Village of Cross Creek and upon all of the owners thereof, whether legal or equitable, and upon their respective heirs, executors, administrators, successor and assigns. The Executive Board and the Architectural Review Committee shall have the responsibility to enforce these restrictions and shall be liable to no party for failure to do so.

11.1.6.a By the acceptance of a deed to an area of land that is included within the Village of Cross Creek, the owner agrees to the reasonableness and need for these restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the development and further agrees to the need to enforce them by appropriate legal proceedings, in law or in equity. Except as otherwise set forth therein, the failure to enforce any number of violations of these restrictions shall not be deemed a waiver of the right of subsequent enforcement, or as a waiver or extinguishment of the restrictions themselves, or any of them.

11.1.6.b As to all lots, the Architectural Review Committee shall have the right to make minor amendments to these restrictions by an instrument in writing, to be acknowledged and duly recorded, when the Architectural Review Committee deems such amendment necessary or desirable. This right to make minor amendments shall be unilateral and may be exercised without the consent of any lot owners. Any minor amendment shall not affect the validity and enforceability of these restrictions and conditions with respect to those lots existing prior to amendment.

11.1.6.c All conveyances of lots in the Village of Cross Creek may make reference to these restrictions and conditions and shall specifically impose them upon each conveyance. Failure to do so shall not affect the validity of these restrictions and conditions. These restrictions and conditions are binding upon each lot owner and all subsequent grantees, their heirs, successors and assigns, even if no reference is made to them in the deed.

11.1.6.d These Building and Use restrictions may be amended by a vote that equals or exceeds sixty-seven (67%) percent of the Lot Owners. The exception for minor amendments is given in 11.1.6.b.

11.1.6.e If any of the purchasers of lots or their successors in title violates or attempts to violate any of the restrictions or conditions hereinbefore set forth, then it is lawful for any other person or persons owning any land included within the Village of Cross Creek to prosecute any proceeding in law or in equity against the person or persons violating, or attempting to violate, any such restrictions or conditions either to prevent them from doing, or to recover damages for such violation.

11.1.6.f The invalidation of any one of the restrictions or conditions herein by a court shall not affect any of the other provisions herein which shall be and remain in full force and effect.

11.2 Stated Building and Use Restrictions and Conditions:

11.2.1 No building shall be erected on a lot except a detached single-family residence with an attached or detached garage to accommodate no more than four automobiles and a storage shed pre-approved by the Architectural Review Committee.

11.2.2 Each single-family dwelling shall have, measured by exterior dimensions above ground elevation, a minimum of 1,740 square feet for a two story or split level dwelling, a minimum of 1,400 square feet for a ranch-style dwelling and a minimum of 1,600 square feet for a one and one-half story dwelling, all excluding attached garages.

11.2.3 Construction of all structures must be completed within twelve (12) months of the commencement of construction unless extended in writing by the Architectural Review Committee. If all or any part of a structure is damaged or destroyed by fire or other casualty the lot owner shall reconstruct the structure or completely remove the structure and restore the land to the adjacent grade within nine (9) months of the occurrence of the damage unless extended in writing by the Architectural Review Committee.

11.2.4 Within twelve (12) months of commencement of construction or reconstruction of a dwelling or within one (1) month of completion, whichever shall first occur, a lot must be finish-graded and seeded or sodded with grass, weather permitting.

11.2.5 No ground shall be removed from any lot, except as shall be hauled at the expense of the owner of a lot to a place designated by the Architectural Review Committee.

11.2.6 Without in any way restricting the generality of the foregoing provisions for approval of plans and specifications of structures, the following shall constitute minimum standards for approval:

11.2.6.a No fence shall be permitted between the front of a dwelling and the street or between the side of a dwelling unit and the street on corner lots, and no fence shall be erected or maintained on a lot except as approved by the Architectural Review Committee.

11.2.6.b The grade of a lot may not be altered so as to lower it or raise it below or above the grade established of an adjoining lot without the consent of the Architectural Review Committee.

11.2.6.c No exterior above ground tanks of other storage facilities for natural gas, propane, fuel oil or other gas or liquids shall be maintained on a lot except as approved by the Architectural Review Committee as to location and screening. Propane tanks for gas grills are excepted.

11.2.6.d No metal sheds shall be maintained on a lot.

11.2.6.e No exterior laundry drying facilities which may be seen from the street shall be maintained on a lot.

11.2.6.f No antennae or other communication signal receiver which may be seen from the street shall be maintained on a lot.

11.2.6.g No satellite dish may be greater than two (2) feet in diameter or located on a lot without prior approval by the Architectural Review Committee and North Middleton Township.

11.2.7 All lots on the Plan shall be used solely for residential purposes. This does not preclude work from home or business conducted solely online.

11.2.8 Above ground swimming pools are prohibited. An in-ground swimming pool may be permitted on a lot, provided that the plans and specifications therefore have been approved by the Architectural Review Committee as such construction complies fully with all applicable laws and regulations.

11.2.9 Parking

11.2.9.a For the temporary parking recreational vehicles, travel trailers, boats (including trailers used solely for the transport of the resident's recreational vehicles), and utility trailers see North Middleton Zoning Ordinance 204-44. Temporary parking is

for periods not to exceed 72 hours during any 7 day period as long as the vehicle is set back no less than 10 feet from any street right-of-way and 5 feet from adjoining lot lines.

11.2.9.b No school buses, construction equipment (except during construction or remodeling of a structure), commercial trucks or trailers, or unlicensed or uninspected vehicles will be permanently parked on a street or on a lot outside a completely enclosed structure for periods not to exceed 72 hours during any 7 day period as long as the vehicle is set back no less than 10 feet from any street right-of-way and 5 feet from adjoining lot lines..

11.2.9.c No vehicles shall be parked on lawn areas.

11.2.9.d All such vehicles must be kept in good condition and operational when on a lot within the Village of Cross Creek.

11.2.10 Signage. The Architectural Review Committee will be responsible for enforcing restrictions on signage posted on lots and common areas. In general, signage must not exceed 10 square feet, not be pornographic or contain expletive language, not express racist or hate language, and be temporary in nature not to exceed 30 days. Signage must not be posted on the right-of-way or posted in such a manner to present a safety hazard. Political signage for electoral purposes must be removed within 14 days of the election date. No political signage shall be placed in common areas. Two signs which may exceed the time restrictions are a permanent family name sign or one temporary sign of not more than 10 square feet, advertising the property for sale, rent or open house.

11.2.11 Permanent flagpoles may be erected or attached to the residence to fly up to two national or organizational flags. In general, flags shall not exceed 24 square feet (e.g., 4 feet by 6 feet), not be pornographic or contain expletive language, nor express racist or hate messages.

11.2.12 No refuse of any kind shall be deposited anywhere other than in refuse containers placed in a completely enclosed structure except when necessary for collection.

11.2.13 No undomesticated animals of any kind may be kept on a lot. No farm animals of any kind, whether pets or not, shall be maintained or harbored by any owner. No unattended pets shall be housed outside a dwelling house at any time. Dog houses and dog runs are prohibited. Each pet owner shall be responsible for the control of his or her domesticated household pets and shall be responsible for cleaning up after his or her pets. In the event of failure of the owner of a pet to properly clean up after his or her pet, the Architectural Review Committee may take whatever action is necessary to clean up after the pet and may bill the owner for the reasonable cost thereof.

11.2.14 Lot Maintenance. All owners are responsible for maintenance of their lots IAW Township rules and regulations. The Executive Board shall initially act on behalf of the Township to insure the proper maintenance of lots. If Executive Board action is

ignored, the Board shall turnover enforcement to the Township. Lot maintenance includes, but is not limited to the following:

11.2.14.a Yard maintenance. All grass must be mowed to a maximum of three and one-half (3 ½") inches in height. All lots must be kept free and clear of refuse, weeds, brush and erosion. In the event of failure to correct any violation of these requirements within thirty (30) days of receipt of written notice thereof from the Architectural Review Committee, the Architectural Review Committee, shall have the right to enter upon the lot and correct the violation and bill the lot owner for the reasonable cost of such work.

11.2.14.b Storage of items outside of structure or fenced yard. Grills and yard furniture may be kept outside. Additionally, children's play equipment and sports equipment are allowed.

11.2.14.c Snow removal from sidewalks will be accomplished within 24 hours of the end of the storm. In the event of a resident's absence, the resident is responsible for arranging for the removal of the snow from the sidewalks. Snow will not be blown into the street.

11.2.14.d Cars and motorcycles shall be parked in a lot's driveway, garage, or appropriately parked on the street. These vehicles must be properly maintained, registered, and licensed.

11.2.14.e Installation of stoves inside garage areas requiring mechanical, plumbing, gas line, and/or electrical modifications require township approval.

11.2.14.f As a change to the exterior appearance of a lot, fire pits/tables must be approved by the Architectural Review Committee. Fire pits will contain fires so that the flames do not exceed 3 feet in height. Wood burning fires must be covered by a screen. Fires must not be unattended and extinguished after use.

11.2.14.g Vegetable and flower garden beds may be established in backyards. Garden beds must be maintained in a neat, clean, and attractive manner to complement the neighborhood appearance. Fences used to keep animal pests out of gardens must be constructed of sturdy metal or wooden posts and wire fencing manufactured for such use. Scrap wood, thin bamboo sticks, or natural branches from trees shall not be used as fence posts. Use of fertilizers (chemical, well composted livestock manures, plant compost) and weed control agents are authorized. No pet or human waste may be used as fertilizer. Owners must ensure application of fertilizers and weed control does not affect neighboring properties. Garden beds and subsequent plant growth must not encroach on neighboring properties.

11.3 Fines for Violation of Stated Building and Use Restrictions and Conditions

11.3.1 The Architectural Review Committee may levy fines for violation of the Stated Building and Use Restrictions and Conditions. Fines may range from \$25.00 to \$200.00.

11.3.1.a Three warnings will be issued prior to a fine being assessed. Initial fines will be \$25.00 for the first violation.

11.3.1.b For subsequent violations of the same bylaw, the fine will increase \$25.00 for each violation up to a maximum of \$200.00.

11.3.1.c For continued violation after the first fine, the fine will increase \$25.00 each month to a maximum of \$200.00. The fine will then remain at \$200.00 per month until the violation is corrected, and the cumulative fine is paid.-

11.3.1.d Nonpayment of fines may result in the non-issuance of the resale certification by the HOA.

11.3.1.e Fines for violations may be appealed to the HOA Executive Board.

11.3.1.f The use of fines does not preclude legal action by the HOA Executive Board for violations.

ARTICLE XII BUDGET

12.1 The amount of the required assessments will be determined on an annual basis. Lot Owners will be assessed to obtain funds necessary to meet the expenses of the Association. An example Budget is attached hereto as Exhibit "A". The amount assessed against each Lot is determined by dividing the total annual budget by the total number of Lots in the Village. The budget is prepared by the Treasurer of the Association. Reserves may be set forth in the budget for anticipated capital expenditures. The current common expense assessment for each Lot is \$96.00 per year. The Executive Board will have the authority to increase the assessment fee by up to 15%. Each new Lot Owner shall be charged an initiation fee of \$100.00 upon conveyance of a Lot from the current Lot Owner to the new Lot Owner. The initiation fee is non-refundable, and no portion of the initiation fee is repaid to any Lot Owner who sells the Lot. All Lots which are resold are obligated to pay the initiation fee.

12.2 There are no anticipated or expected current fees or charges to be paid by Lot Owners for the use of the Common Facilities.

ARTICLE XIII MISCELLANEOUS

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

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

IN WITNESS WHEREOF, these Bylaws have been duly adopted this ____th day of ____ 2024.

CHAIRMAN
VILLAGE OF CROSS CREEK HOME
OWNERS ASSOCIATION, INC.

VILLAGE OF CROSS CREEK HOMEOWNER' ASSOCIATION
Example Annual Budget

Village of Cross Creek Homeowner's Association

ANNUAL BUDGET (Year)

Income

Association Dues (121 lots X \$96 = \$11,616.00)

Initiation Fee (\$100/new unit owner)

Resale Certificate (\$50 each Cert.)

Total Income

Expenses

PPL (lighted entry sign)

Lawn Service

Tax Preparation

Insurance

Administrative/Office Costs

Total Expenses

Net Income

EXHIBIT A