

THE WOODS POA, INC.

PROPOSED AMENDMENTS TO THE DECLARATION

Article I, paragraphs 7 and 8 currently read as follows:

7. No sheds, outbuildings, or other such structures shall be constructed on any lot which is subject to this Declaration and subject to Architectural review by Declarant.
8. Prior to the start of construction of any residential dwellings, the owner of the lot shall first obtain the approval in writing of the declarant as to the location, elevation, plan and design of the residence.

It is proposed that Article I, paragraphs 7 and 8 be removed in their entirety.

Article II, "Restrictions and Prohibitions" currently reads as follows:

ARTICLE II

RESTRICTIONS AND PROHIBITIONS

1. No business, commercial, industrial activities of any nature whatsoever shall be permitted on any lot. Rather same shall be used and occupied solely for single-family residential purposes.
2. No tent, trailer, mobile home, tractor and trailer, and or any other commercial vehicle, whatsoever, or other temporary type of structure shall be placed or used upon any part of the premises subject to this Declaration at any time or times, which restriction is in addition to the restriction contained in Paragraph 7, in Article I of this Declaration.
3. No junk, building materials, except during construction or other items which would tend to degrade the development shall be kept on any lot. All garbage, trash and rubbish shall be kept in sanitary containers which shall not be visible from any road located within the community.
4. No unlicensed motorized vehicles, including mini-bikes, ATV's or other off-the-road vehicles shall be operated on the cart ways, roads and/or cul-de-sacs of the subdivision. No inoperable

or unlicensed vehicles shall be parked, maintained or stored on any lot, cart way, road, or cul-de-sac located within the subdivision.

5. No sign or similar device including "For Sale" or "For Rent" signs shall be erected or maintained on any lot within the subdivision.
6. No poultry or other animals shall be kept or housed or located within the subdivision with the exception of dogs, cats, caged birds and other family pets. No owner shall allow any pet to roam at large nor shall the pet roam at large. No doghouse or similar structure shall be permitted within the subdivision. Pets may be walked on the roadways or other green areas only on a leash and any mess created by such pets shall immediately be cleaned or corrected by the owner of the pet.
7. Hunting or shooting shall be strictly prohibited within the subdivision as shall be firing or use of any and all firearms, pellet guns, air rifles, sling shots and bow and arrows.
8. No clotheslines, laundry trees or other similar type of object shall be placed or located within the subdivision.
9. No obnoxious or offensive activities or nuisances shall be permitted on any lot or within the subdivision.
10. No lot owner may clear more than 50% of the Natural vegetation existing on their property.
11. No lot owner may clear-cut their property.

It is proposed Article II be deleted in its entirety and replaced with the following:

ARTICLE II

RESTRICTIONS AND PROHIBITIONS

1. No business, commercial, industrial activities of any nature whatsoever shall be permitted on any Lot. Rather same shall be used and occupied solely for single-family residential purposes.
2. No Lot shall be utilized for short term rentals, transient and/or hotel purposes, including but not limited to rentals through AirBnB, VRBO, and/or similar websites. "Short term rentals" as used herein shall mean for a period of less than 30 days.

3. No trucks which are (i) used for commercial vehicles, (ii) contain commercial lettering or commercial equipment, or (iii) other than sport utility vehicles, have a capacity in excess of three-quarters of a ton, shall be permitted to be parked in the subdivision, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work on the Unit. Nothing herein shall prohibit a Unit Owner from parking or maintaining his or her work related trucks or vans on a Unit.
 4. Trash, garbage and other waste shall be kept in sanitary containers. No Lot shall be used or maintained as a dumping ground for rubbish or trash.
 5. No Lot Owner shall leave any inoperable vehicle and/or any vehicle not currently registered and licensed, parked or stored anywhere in the community, except for in a garage, for more than 30 days unless otherwise permitted by the Board of Directors.
 6. No unlicensed motor vehicles including but not limited to mini-bikes, ATV's or other off-the-road vehicles shall be operated on the roads in the subdivision. Nothing contained herein shall restrict a Lot Owner's ability to utilize an ATV or similar vehicle for maintenance purposes, including but not limited to, for snow removal or lawn care.
 7. No animals shall be raised, bred or kept in any Lot, except for dogs, cats, other household pets or chickens which may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Lot Owners are required to immediately clean up any waste left by their pets. Pets must be controlled and on a leash when outside the Lot.
 8. No Lot Owner shall carry on, or permit to be carried on, any practice on his or her Lot or anywhere within the subdivision, which unreasonably interferes with the quiet enjoyment and/or proper use of another Lot or common facilities by the Lot Owner of any other Lot, or which creates or results in a hazard or nuisance in the subdivision.
 9. Each Lot shall be maintained by the Lot Owner in a safe, clean and sanitary condition and/or manner and in good order and repair.
 10. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the subdivision, may be promulgated from time to time by the Board of Directors. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Lot Owners by the Board of Directors promptly after the adoption of such Rules and Regulations or any amendments thereto.
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Article IV, "Homeowners Association", currently reads as follows:

ARTICLE IV

HOMEOWNERS ASSOCIATION

1. It is the intent of the Declarant to dedicate the roads, drainage facilities, etc. to the appropriate municipality in which same are located. In the event that the Declarant in its sole discretion determines not to dedicate same, for whatever reason, Declarant reserves the right to form a homeowners association, which if formed may be abandoned if, in fact, the roads and other facilities are dedicated to the municipality in the future. In the event that a homeowners association is formed, the provisions of this Article shall control until;
2. The Owner of the lot shall pay the Declarant quarterly the sum of Two Hundred Ten Dollars (\$210.00) for a total annual sum of Eighty Hundred Forty Dollars (\$840.00) or that lot owner's prorated share of the Declarant's estimated costs of maintaining the road and facilities within the subdivision, whichever is greater, which charges of fees shall be paid within five (5) days of the owner's receipt of an invoice for same. Should owner not pay the quarterly bill within 5 days, a late fee of 8% of the outstanding bill will be incurred. Should owner be delinquent 30 days, then the declarant will have the right to legally pursue payment of the outstanding, plus costs and legal fees. In addition a lien will be placed on the property.
3. The governing body of the Association shall be comprised of three (3) members who shall be appointed by Declarant until seventy-five (75%) percent of the lots located within the subdivision have been sold; however, Declarant shall have the right to relinquish this right prior to that time. At the end of the Declarant's control period or at such time as Declarant relinquishes control of the Association, the Board of Directors shall be comprised of individuals who are lot owners within the subdivision, and no more than one (1) owner per lot shall serve on the Board.
4. On the sale of the seventy-third (73rd) lot, the Homeowners Association, if formed, shall assume all maintenance requirements for the roads, snowplowing and other maintenance of the roads and facilities located within the community at which time the charge or fee provided for in Paragraph 2 of this section shall be paid to the Homeowners Association. At the end of the control period, unless Declarant sooner relinquishes his right to appoint the Board of Directors of the Association, the Declarant shall convey the roads and other facilities within the subdivision to the Association unless the Declarant determines to dedicate the same to the applicable municipality.
5. If formed, the Association shall have all of the rights, authority, duties and responsibilities as prescribed and set forth in the Uniform Plan Community Acts as amended and supplemented from time to time.

It is proposed Article IV be deleted in its entirety and replaced with the following:

ARTICLE IV

HOMEOWNERS ASSOCIATION

1. Membership in the Association shall be limited to Lot Owners. Lot Owners, upon acceptance of a deed to a Lot, shall become members of the Association. Every Lot Owner who shall be a member of the Association shall be entitled to all of the rights and bound by all of the obligations accompanying membership. Membership in the Association shall automatically terminate as to any Member when such Member sells, transfers or otherwise conveys that Member's Lot.
2. Each Lot shall have one (1) vote.
3. Only those Members in good standing shall be eligible to vote and serve on the Board of Directors or a committee. A Member shall be deemed to be "in good standing" if the Member is not delinquent, as determined by the Board of Directors, in any payment due to the Association and if such Member is not in violation of any provision of the governing documents of the Association, including but not limited to the Bylaws, the Declaration and/or any Rules and Regulations. In order to be eligible to vote at any meeting, a Member must fully pay all Assessments that have been levied against the member at least five (5) days prior to the date fixed for any meeting of the members.
4. Each Lot Owner covenants and agrees to pay the Association all Assessments including but not limited to common expense assessments and special assessments. The common expense assessment shall be determined by the Board of Directors pursuant to the requirements of the annual budget. Special assessments shall be fixed, established and collected from time to time, for any such purpose deemed by the Board of Directors as necessary and appropriate.
5. All Assessments and charges to any lot, including but not limited to all fines, fees, charges, late charges, interest, and costs of collection thereof (including attorneys' fees), shall constitute a lien against the Lot in favor of the Association from and after the time the assessment becomes due. Any Assessment charged against a Lot, may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association in an action at law or equity. Reasonable attorneys' fees and court costs incurred by the Board of Directors incident to the collection of any Assessments or the enforcement of any lien, together with all sums advanced and paid by the Board of Directors shall be payable by the Lot Owner and secured by the lien.
6. The affairs of the Association shall be governed by the Board of Directors, which shall consist of three (3) Lot Owners who shall be natural persons over the age of eighteen (18) and in good standing, in accord with Article IV, paragraph 3 above. No more than one (1) Lot Owner per Lot shall serve on the Board.

Article V, "Remedies", currently reads as follows:

ARTICLE V

REMEDIES

Section1 – Remedies

- A. The Declarant, and at the end of the control period the Homeowners Association, if formed, shall have the right and authority to prevent the occurrence, continuation or violation of any of the provisions of this Declaration. The lot owner, upon notice of a violation, shall rectify same within seven (7) days of the date of the notice. In the event that the lot owner does not fully and completely correct said violation, then the Declarant and, if applicable, the Homeowners Association, shall have the right to set forth herein in conjunction therewith to engage the services of an attorney to initiate any such action as may be deemed necessary to enforce any provision of this Declaration including the initiation of litigation for damages and/or to enjoin, abate or remedy by appropriate legal proceedings any violation or the continuation thereof, the cost of such litigation, including attorneys' fees shall be borne by the lot owner.
- B. The Declarant and the Homeowners Association, if applicable, shall have the absolute right to enter in, onto or upon a lot or area, which is in violation of this Declaration, to summarily abate and remove at the expense of the lot owner who caused or permitted such violation any structure, thing or condition that may exist therein in contrary to the provisions of the Declaration and neither the Declarant nor any authorized agent of Declarant or the Association shall be deemed guilty in any manner of a trespass.
- C. The remedies specified herein are cumulative and any action taken with regard thereto shall not be taken to preclude any parties or resort to any other remedy at law or equity. No delay or failure on the part of any agreed party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to it by the reoccurrence or continuation of said violation.

It is proposed Article V be deleted in its entirety and replaced with the following:

ARTICLE V

REMEDIES

1. Each Lot Owner shall be governed by and comply with the provisions of the Act, this Declaration, Bylaws, and any Rules and Regulations adopted pursuant thereto, which same shall be enforced by the Board of Directors. The Board of Directors shall have the power to adopt enforcement procedures and penalties for violations of this Declaration, the Act, Bylaws and/or Rules and Regulations.
 2. Failure of a Lot Owner to comply with the terms of this Declaration, the Act, Bylaws and any Rules and Regulations shall entitle the Association to the remedies provided herein and the Act, none of which shall be exclusive of any other remedies, including but not limited to any procedure of law or equity. Any costs incurred by the Association in enforcing this Declaration, the Act, Bylaws and any Rules and Regulations, including legal fees and court costs, shall become the responsibility of the Lot Owner responsible for the violation and collected in the same manner as Assessments.
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Article VI, paragraph 2, currently reads as follows:

2. Subsequent to the end of the control period of Declarant relinquishing its right of control to the Association, the Declaration may be amended in whole or in part or repealed upon a vote of three-fourths (3/4) of the members of the Association approving the proposed Amendments or the repeal of this Declaration at a meeting of the Association duly held the notice of which shall have stated as the purpose the consideration of the amendments of this Declaration giving the substance of any proposed amendment or amendments including the repeal hereof.

It is proposed Article VI, paragraph 2 be amended to set the number of votes necessary to amend the Declaration to 67% of eligible members as follows:

2. This Declaration may be amended from time to time by the affirmative vote of at least sixty-seven percent (67%) of the total number of Association Members eligible to vote in person or by proxy, or by conference telephone or other electronic technology and/or by any combination of the foregoing methods, at a meeting of the Association, or by mail-in ballot. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the

membership in which a proposed amendment is to be voted on, and shall be served upon the members in the manner provided for in the Bylaws.

Article VII, “Miscellaneous”, Section 1- Notice, currently reads as follows:

Any notice to be sent to an owner pursuant to the provision of this Declaration shall be deemed to have been properly sent when marked First Class, postage prepaid to the last known address of the person whom appears as the owner of a lot on the records of the Association at the time of such mailing.

It is proposed Article VII, Section 1 – Notice be amended as follows:

Any notice to be sent to a Lot Owner pursuant to any provision of this Declaration shall be sent pursuant to the notice procedures set forth in the Bylaws.

It is proposed Exhibit “B” be added to the Declaration to provide definitions for certain terms, as follows:

Exhibit “B”

The following terms when used herein and in the Bylaws are intended to be defined according to the meanings ascribed to them by this Exhibit “B”. Any term used herein or in the Bylaws which is not defined here but is defined in the Act, shall have the meaning ascribed to it by the Act.

- (a) “Act” means the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. § 5101 *et seq.*
- (b) “Assessment” means those levies, charges or sums payable to the Association by a Lot Owner from time to time as provided herein.
- (c) “Lot” means the real property and any improvements thereon which is located in the subdivision as depicted on Exhibit “A” to the Declaration and designated and intended for single-family residential purposes only.
- (d) “Lot Owner” means a person or persons or other legal entity who owns a Lot.
- (e) “Member” means a Lot Owner who, pursuant to his or her ownership interest, is a part of The Woods Property Owners Association.