**AMENDED BY-LAWS OF**

**HAZELWOOD FARMS HOMEOWNERS’ ASSOCIATION, INC.**

**A Nonprofit Corporation**

PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 Pa. C.S. § 5101 et. seq.

Adopted as of

# AMENDED BY-LAWS OF

HAZELWOOD FARMS HOMEOWNERS ASSOCIATION, INC.

A Pennsylvania Non-Profit Corporation

# ARTICLE I

Introductory

* 1. Name. The name of the corporation is Hazelwood Farms Homeowners Association, Inc.
	2. Definition of By-Laws. These By-Laws constitute the code of rules adopted by the Hazelwood Farms Homeowners Association~ Inc. for the regulation and management of its affairs.
	3. Principal Office. The principal and registered office of the corporation shall be at such place as the Board of Directors may designate from time to time.
	4. Purpose. The Association is formed to comply with the Pennsylvania

Uniform Planned Community Act of 1996, as amended “the Act”), with the purpose of the Association being to own, operate and maintain the Common Open Space and to enforce covenants and rules relating to the Lots and Common Open Space for the benefit of the Members of the Association.

* 1. Authority. These By-Laws provide for the governance of the incorporated non- profit association pursuant to the requirements of Section 5306 of the Act with respect to the Planned Community created by the recording of the Declaration among the land records of the Recorder of Deeds in and for Butler County, Pennsylvania.
	2. Incorporation of Statutory Law. The Planned Community shall be an incorporated non-profit association pursuant to the laws of the Commonwealth of Pennsylvania. The Board of Directors described therein shall be referred herein and in the Declaration as the Executive Board.

ARTICLE II

Definitions

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

* 1. “Association” means Hazelwood Farms Homeowners Association, Inc., a nonprofit corporation organized pursuant to the Nonprofit Corporation Law Of 1988 of the Commonwealth of Pennsylvania.
	2. “Board of Directors” means the governing body of the Association.
	3. “Common Open Space” means the area of real property which the Association now or hereafter owns or otherwise maintains for the common use and enjoyment of all Members including sidewalks and the stormwater detention facilities at the Property.
	4. "Declarant" means Possum Jack, Inc., a Pennsylvania corporation.
	5. “Declaration" means the Declaration of Covenants, Conditions and Restrictions of Hazelwood Farms, A Planned Community, recorded in the Recorder's Office of Butler County, Pennsylvania, and all amendments thereto.
	6. “Directors” means Members elected to serve on the Board of Directors.
	7. “Lot" means a parcel of land as shown on the Property Plan, together with any improvements constructed thereon.
	8. “Member” means an owner of a Lot
	9. “Property” means the approximately 49-acre tract of land located in Cranberry Township, Butler County, Pennsylvania being designated as "Parcel B" in the Gant Farms Plan of Lots, as such Plan is recorded in the Recorder's Office of Butler County in Plan Book Volume 170, Page 14, and "Lot 4' in the Gant Plan of Subdivision as such Plan is recorded in the Recorder's Office of Butler County in Plan Book Volume *165,* Page 29.
	10. “Property Plan" means the Hazelwood Farms Plan of Subdivision for Possum Jack, Inc. filed with the Office of Recorder of Deeds of Butler County, Pennsylvania.

# ARTICLE III

Applicability

* 1. Pursuant to the provisions of the Act, all present and future Members shall comply with and be subject to these By-Laws and to the rules and regulations issued by the Association to govern the use of the Common Open Space and the Lots and the conduct of its Members.

# ARTICLE IV

Use of Facilities

* 1. The Common Open Space shall be limited to the use of the Members and permitted occupants and guests.
	2. Any lease of a Lot shall contain a clause containing an agreement of the tenant to be bound by the provisions of the By-Laws.

# ARTICLE V

Membership and Voting Rights

5.1. Membership and Voting Rights. Membership and voting rights shall be as specified in Article III of the Declaration.

# ARTICLE VI

Quorum Proxies and Waivers

* 1. Quorum. means Except as set forth below, the presence in person or by a proxy of Members of twenty (20%) percent or more of the aggregate Percentage Interests at the commencement of all meetings shall constitute a quorum at all meetings of the Member Association. If a meeting is adjourned pursuant to Section

6.10 below, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast ten (10%) percent of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

* 1. Vote Required to Transact Business. The vote of a majority of the votes of the Members present, or represented by proxy, at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted on by the Members, unless a greater portion is required by law, the Articles of Incorporation, these By-Laws or the Declaration.
	2. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meeting thereof.
	3. Proxies. Votes allocated to a Lot may be cast pursuant to a proxy duly executed by a Member. If a Lot is owned by more than one person, each owner of the Lot may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed proxy. A proxy terminates one year after its date unless it specifies a shorter term.
	4. Waivers and Consent. Wherever the vote of the membership at a meeting is required or permitted by statute or by any provision of the Declaration, Articles of Incorporation or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing or by telephone to such action being taken.
	5. Place of Meeting. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.
	6. Annual Meetings. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meetings there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VII of these By-Laws. The Members may also transact such other business as may properly come before the meeting.
	7. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by the Board of Directors or upon the presentation to the Secretary of a petition signed by a majority of the votes of all of the members.
	8. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting to each Member at least ten (10) but not more than sixty (60) days prior to such meeting. A Notice shall be considered served if mailed in the manner provided in these By-Laws. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these By-Laws; any budget or assessment changes; and, where the Declaration or By-Laws require approval of Members, any proposal to remove a Director or an Officer.
	9. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Members entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time lot which the original meeting was called.

ARTCLE VII

Board of Directors

* 1. Numbers and Term. The Board of Directors (“Board”) shall consist of a minimum of three (3) and a maximum of five (5) natural persons, all of whom shall be Members or designees of the Declarant. The term of office of any Board member to be elected shall be fixed at one (1) year. The members of the Board shall hold office until the earlier to occur of the election of their respective

successors or their death, adjudication of competency, removal or resignation. Any Board member may serve an unlimited number of terms and may succeed himself.

* 1. Voting for Board Members. In an election of Directors, each Member shall be entitled to one vote for each of as many nominees as there are vacancies to be filled. Any Member may submit to the Secretary at least thirty (30) days before the meeting at which an election is to be held, a nominating petition together with a statement that the person nominated is willing to serve on the Board. The Secretary shall mail, electronic mail, or hand deliver the submitted items to every Member along with the notice of such meeting and nominations may be submitted from the floor at a meeting at which an election is held for each vacancy on the Board.
	2. Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. However, if a Director appointed by the Declarant resigns or is removed, the Declarant shall have the right to appoint another Director in his place.
	3. Removal. Directors may be removed with or without cause by the affirmative vote of two-thirds of the Members present and entitled to vote at any meeting in which a quorum is present; provided, however, that Directors appointed by the Declarant may be removed (a) only for cause or (b) at any time by the Declarant. No Director, other than a designee of the Declarant, shall continue to serve on the Board if, during his term of office, he does not remain a Member.
	4. Powers.
		1. The Board of Directors will manage the affairs of the Homeowners Association. Subject to the Declaration and these By-Laws, the Board of Directors may exercise all of the powers of the Association. These powers shall include those granted by the Act and specifically include, but not be limited to, the following items:
			1. the rights and duties of the Association described in Article IV of the Declaration;
			2. the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Property consistent with the provisions of the Declaration, including but not limited to enforcement procedures and penalties which the Board of Directors shall deem appropriate for violations of the Declaration, these By-Laws and any rules and regulations adopted pursuant thereto. A copy of the rules and regulations and copies of any amendments thereto must be delivered or mailed to each Member promptly after their adoption and are binding upon all Members, their successors in title and assigns, and occupants of Lots.
		2. The Association may have certain committees, each of which will consist of one or more Directors. Each committee will have and will exercise some prescribed authority of the Board of Directors in the management of the Association.

However, no committee will have the authority of the Board in reference to affecting any of the following:

1. Submission to Members of any action requiring approval of Members under the Act;
2. Filling of vacancies in the Board;
3. Adoption, amendment or repeal of By-Laws;
4. Amendment or repeal of any resolution of the Board; and
5. Action on matters committed by By-Laws or resolution of the Board to another committee of the Board.
	* 1. The Board of Directors, by resolution duly adopted by a majority of the Directors in office, may designate and appoint one or more committees and delegate to these committees the specific and prescribed authority of the Board of Directors to exercise in the management of the Association. However, the creation of committees will not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law.
	1. Compensation. Directors and officers shall receive no compensation for their services.
	2. Meetings.
		1. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

notice.

* + 1. Regularly scheduled meetings of the Board may be held without special
		2. Special meetings of the Board may be called by the President on two (2) days

notice to each Director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

* + 1. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. and an act of a

majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Declaration, the Articles of Incorporation or by these By-Laws.

* + 1. The President shall preside over all meetings of the Board and the Secretary, or such other person as the President may designate to perform the role of Secretary in the temporary absence of the Secretary, shall keep a minute book of the Board meetings, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.
		2. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Any written consent shall be filed with the minutes of the proceedings of the Board.
		3. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.
	1. Annual Statement the Board of Directors shall furnish to all Members and shall present at the annual meeting and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business condition and affairs of the Association.

# ARTICLE VIII

Officers

* 1. Elective Officers. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer.
	2. Election. The Board of Directors, at its first meeting after each annual meeting of Association Members, shall elect a President, a Secretary and a Treasurer.
	3. Term. The officers shall hold office for a period of one year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.
	4. The President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall have such

other powers and duties as are usually vested in the office of President of a corporation organized under the Nonprofit Corporation Law.

* 1. The Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of Members, record all votes and the minutes of all proceedings in a book to be kept for that purpose and perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision the Secretary shall be. The Secretary shall, upon request, provide any person or cause to be provided to any person entitled thereto, a written statement or certification of the information required to be provided by the Association pursuant to Sections 5315(h), 5407(a) and 5407(b) of the Act.
	2. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, making proper vouchers for such disbursements and shall render to the President and Directors, at the regular meeting of the Board of Directors or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

The Treasurer shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which, among other things, shall contain the amount of each Assessment, the date when due, the amount paid thereon and the balance remaining unpaid.

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations shall be executed by any two (2) officers of the Association.

# ARTICLE IX

Notices

* 1. All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt, postage prepaid or otherwise as the Act may permit if:
1. To a Member, at the single address which the Member shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Member, or
2. If to the Association or the Board, at the principal office of the Board or at such address as shall be designated by notice to the Members pursuant to this Section.
3. If a Lot is owned by more than one person, each such person who designates a single address in writing to the Secretary, shall be entitled to receive all notices hereunder.

# ARTICLE X

Assessments and Finances

* 1. Fiscal Year. The fiscal year of the Association shall be the calendar year and shall end on June 30th unless otherwise determined by the Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.
	2. Creation of the Lien and Personal Obligation of Assessments. The creation of the lien and personal obligation of Assessments is governed by Article IV of the Declaration.
	3. Purpose of Assessments. The purpose of Assessments is as specified in Article IV of the Declaration.
	4. Basis of Assessments. The basis of the Assessments is as specified in Article IV of the Declaration.
	5. Date of Commencement of Assessments: Due Dates. The date of commencement and the due dates of Assessments are as specified in Article IV of the Declaration.
	6. Effect of Nonpayment of Assessment: Remedies of the Association. The effect of nonpayment of Assessments and the remedies of the Association shall be as specified in Article IV of the Declaration.
	7. Subordination of Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinated pursuant to the provisions of Article IV of the Declaration.
	8. Checks. All checks or demands for money and notes of the Association shall be signed by the President or the Treasurer.
	9. Financial Records. Within 180 days after the close of the fiscal year of the Association, the Board of Directors shall cause to be prepared an annual statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense (as defined in the Declaration).
	10. Preparation and Approval of Budget. On or before the first day of June of each year (or thirty (30) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, and repair of the Common Open Space 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 By- Laws 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 Members of all related services. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Common Expenses.
	11. Budgets. The Board of Directors shall deliver to all Members copies of each budget approved by the Board and notice of any capital expenditure approved by the Board promptly after such approval. The Members, by a majority vote of all the Members entitled to vote, may reject any budget or capital expenditure approved by the Board within 30 days after such approval.
	12. Examination of Books and Records. Each Member shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to the Board of Directors. The Declaration, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member or first mortgagee at the principal office of the Association.

ARTICLE XI

Indemnification

* 1. Indemnification. The Association shall defend and indemnity, in the circumstances and to the extent permitted by law, any Officer or Director with respect to any claim or demand asserted against them for acts or omissions in their capacity or alleged capacity as a representative of the Association. Notwithstanding the foregoing, no such right to defense or indemnity shall exist where the act or omission in question involves the willful misconduct or recklessness, the receipt of a personal benefit from the Association to which no right of entitlement existed, or other circumstances under which the law bars the providing of such defense and indemnity.
	2. Insurance. The Association may obtain directors and officers liability insurance coverage and any other insurance the Board of Directors deems necessary to satisfy the indemnification obligations of the Association provided in this Article XI. The Association may also obtain such other insurance as the Board of Directors determines from time to time to be necessary or desirable.
	3. Authorized Representative. For the purposes of this Article, the term “authorized representative" shall mean a Director, officer, employee or agent of the Association.

# ARTICLE XII COMPLIANCE AND DEFAULT

* 1. Relief.

Each Member shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, 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 Member shall entitle the Association, acting through its Board to the following relief:

* + 1. Additional Liability. Each Member 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 tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Lots or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.
		2. Costs and Attorneys’ Fees. In any proceeding arising out of any alleged default by a Member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.
		3. No Waiver of Rights. The failure of the Association, the Board or of a Member to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Board or the Member to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board or any Member pursuant to any term, provision, covenant or condition of the Declaration, these By- Laws, the Rules and Regulations or the Act 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 By- Laws, the Rules and Regulations or the Act or at law or in equity.
		4. Abating and Enjoining Violation of Unit Owners. The violation of any Rules and Regulations adopted by the Board, the breach of any By-Law contained herein, or the breach of any provision of the Declaration or the Act shall give the Board the right, in addition to any other rights:
1. To enter the Lot in which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the defaulting Member, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board shall not thereby be deemed guilty in any manner of trespass; or
2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or
3. To fine the Member for any amount stated in the Declaration or Rules and Regulations as adopted by the Board.

# ARTICLE XIII

Amendments

* 1. Amendments. These By-Laws may be altered or amended at any duly called meeting of Members provided: (i) that the notice of the meeting shall contain a full statement of the proposed alteration or amendment and (ii) that the amendment shall be approved by the vote of seventy-five percent (75%) of all the votes of all of the Members. No amendment, however, shall affect or impair the validity or priority of the Member’s interests and the interests of holders of a mortgage encumbering a Lot.
	2. To Declaration and Covenants. Any two (2) officers or Board members of the Association may prepare, execute, certify and record amendments to the Declaration and Covenants on behalf of the Association.
	3. Restrictions. Notwithstanding Section 12.1 above, these By-Laws may not be altered or amended without the Declarant's prior written consent as long as the Declarant remains a Member.

# ARTICLE XIV

General Provisions

* 1. Construction.
		1. Whenever the masculine singular form of the pronoun is used in these By- Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, as the context so requires.
		2. In the case of any conflict between the Articles of Incorporation and these By- Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.
	2. Severability. Should any of the covenants, terms or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.
	3. 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 By-Laws or the intent of any provision thereof.

*Signature Page Follows*

IN WITNESS WHEREOF, we, being the Directors/Officers of the Hazelwood Farms Homeowners Association, Inc., a Pennsylvania Incorporated Non-Profit Association, have hereunto set our hands and seals this day of , 2023.

# WITNESS:

By: President

By: Secretary

By: Treasurer

COMMONWEALTH OF PENNSYLVANIA )

) SS

COUNTY OF )

On this day of , 2023, before me a Notary

Public, the undersigned officer, personally appeared , who

acknowledged him/herself to be an Officer of the Hazelwood Farms Homeowners Association, Inc., and, that he/she as such and being authorized to so do, executed the foregoing instrument for the purposes contained therein by signing the name of the Authority of the Association by him/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

MY COMMISSION EXPIRES: