

**BYLAWS
OF
WALNUT RIDGE HOMEOWNERS' ASSOCIATION**

ARTICLE I

Introductory Provisions

1.1. **Applicability.** These Bylaws provide for the governance of the Homeowners' Association created by the recording of the Declaration of Planned Community for Walnut Ridge, a Planned Community, in the office of the Recorder of Deeds of Butler County, Pennsylvania pursuant to the requirements of Section 5306 of the Pennsylvania Uniform Planned Community Act ("the Act"). In the event of a conflict between these Bylaws and the Declaration, the Declaration shall control.

1.2. **Compliance.** Pursuant to the provisions of the Act, every Lot Owner and all Persons entitled to occupy a Lot shall comply with these Bylaws.

1.3. **Definitions:**

- **Association.** "Association" shall mean and refer to the planned community which shall be known as **Walnut Ridge Homeowners' Association**.
- **Real Estate.** "Real Estate" shall mean and refer to the real estate described in the Declaration.
- **Common Facilities or Common Elements.** "Common Facilities" or "Common Elements" shall mean all portions of the Property as defined in the Declaration, but shall exclude Lots.
- **Declaration.** "Declaration" shall mean the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALNUT RIDGE, A PLANNED COMMUNITY as the same may be amended from time to time.
- **Executive Board or Board.** "Executive Board" or "Board" shall mean the Executive Board of the Association.
- **Member.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.
- **Lot Owner.** "Lot Owner" shall mean the owner of a lot.

ARTICLE II

The Association & Meetings Of Members

2.1. Composition. The Association is organized as a not for profit corporation. The Association shall consist of all of the Lot Owners acting as a group in accordance with the Act, the Declaration and these Bylaws. The Association shall have the responsibility of administering the Planned Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Planned Community, and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

2.2. Annual Meetings. An annual meeting of the Association shall be held each year in the same month as the first meeting of the Lot Owners at a date and time to be designated by the Executive Board.

2.3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Lot Owners as may be designated by the Executive Board.

2.4. Special Meetings. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Lot Owners entitled to cast at least twenty percent (20%) of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within forty-five (45) days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

2.5. Notice of Meeting. Notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing and emailing a copy of the notice at least fifteen (15) days before the meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration, Rules & Regulations, or these Bylaws; any budget or assessment changes; and any proposal to remove a director or officer.

2.6. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifteen percent (15%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

2.7. Conduct of Meetings. The President (or in his absence, the Vice-President) shall preside

over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record any transactions occurring at each meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President. Any Lot Owner who does not keep order in a meeting, continues to disrupt the flow of a meeting, uses profanity and/or direct insults to other Lot Owners, contractors, supporting agencies to the Association, or the like, will be issued a reasonable fine determined by the Executive Board.

2.8. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary, or person authorized by the secretary to gather proxies. Every proxy shall be revocable. A Member may not revoke a proxy except by actual notice of revocation to the person presiding over a 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. A proxy must be eighteen (18) years or older.

2.9. Voting. Voting at all meetings of the Association shall be on a lot basis, with each Lot Owner entitled to one (1) vote.

(a) Multiple Lot Owners. Where the ownership of a lot is in more than one person, the person who shall be entitled to cast the vote of such lot shall be the person named in a certificate executed by all the owners of such lot and filed with the Secretary (the "Designated Lot Member"). Such certificate shall be valid unless revoked by a subsequent certificate similarly executed. In the absence of such named Designated Lot Member for the meeting, the Lot Owner who shall be entitled to cast the vote of such lot shall be the Lot Owner owning such lot who is present. If the Designated Lot Member is not present, and more than one other owner owning such lot is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot. Any certificate executed by all Lot Owners shall be valid until revoked by a subsequent certificate similarly executed. Except where execution by Lot Owners in the same manner as a deed is required, and subject to the Declaration and these Bylaws, wherever the approval or disapproval of a Lot Owner is required by the Declaration or the Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such lot at any meeting of the Association.

(b) Ownership by an Entity other than an Individual. If a Member is a corporation, joint venture, partnership or unincorporated association, the natural person who shall be entitled to cast the vote for such Member shall be the person named in a certificate executed by such entity pursuant to its governing documents. If a Member is a trust, the trustee or trustees shall be deemed to be the Member for voting purposes, however the Trustees shall designate one Trustee to cast the vote of such Member.

(c) Elections. In all elections for Executive Board Members, each Lot Owner shall be entitled to cast one (1) vote for each vacancy to be filled.

(d) Declarant's Votes. If the Declarant owns or holds title to one or more Lots, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Lot or Lots are entitled. If any Approved Builder owns or holds title to one or more Lots, then the Approved Builder shall have the right at any meeting of the Association to cast the votes to which such Lot or Lots are entitled.

(e) Cumulative and Class Voting. There shall be no cumulative or class voting.

(f) Suspension of Voting Rights. Any Lot Owner who is delinquent, and has been notified of the delinquency ahead of the annual meeting, shall not be permitted to vote at any meeting or mail ballot.

ARTICLE III

Executive Board Of The Association

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of not less than three (3) natural persons, which will serve as directors, all of whom shall be designees of the Lot Owners. No more than one member shall be elected from any lot.

3.2. Compensation. No Member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.3. Removal and Vacancies. Any director may be removed from the Executive Board, with or without cause, by a two-thirds vote of all Members present and entitled to vote at any meeting of Members at which a quorum is present. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

3.4. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the Members of the Executive Board shall individually or collectively consent in writing to such action. Action may also be taken by conference, telephone or similar electronic means where all Board Members can participate simultaneously.

3.5. Delegation of Powers; Managing Agent. The Executive Board may employ for the Planned Community a "Managing Agent" at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Rules & Regulations, the Declaration and these Bylaws. Any contract with the Managing Agent must provide that it may be terminated with cause or without cause no more than thirty (30) days written notice. The term of any such contract may not exceed one (1) year.

3.6. Committees. The Board of Directors may appoint such committees as it may deem

appropriate in carrying out the purposes of the Association.

3.7. Powers. The Executive Board shall have power to the following, but is not limited to:

- (a) To adopt the annual budget and any amendment thereto or to assess any Common Expenses;
- (b) Adopt and publish rules and regulations governing the use of the Common Facilities, and the personal conduct of the Members and their guests on the Common Facilities, and establish penalties for the infraction of the rules and regulations and to communicate violations;
- (c) Suspend the voting rights of any Lot Owner during any period in which the Member shall be delinquent on their account;
- (d) To adopt, repeal or amend Rules and Regulations;
- (e) To designate signatories on Association bank accounts;
- (f) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Declaration;
- (g) To send notices of meetings;
- (h) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
- (i) To give permission to maintain certain areas of the Common Elements and to determine how Common Elements of the Association can be used, landscaped, or repurposed.
- (j) Declare the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three (3) consecutive regular meetings of the Executive Board; and
- (k) Employ a manager, an independent contractor, or other employees as they deem necessary, and prescribe their duties.

3.8. Term. Directors elected by the Lot Owners shall serve for a term of three (3) years. Each director shall take office upon election and shall hold office until such director's successor has been elected or until such director's earlier death, resignation, or removal.

- (a) Creation of Staggered Terms. After the first annual meeting of the Lot Owners and after termination of the period of Declarant control, two (2) of the three (3) elected directors shall have limited and staggered terms, with one director having a term of one (1) year, one director having a term of two (2) years, and the remaining director having a term for the full three (3) years. The term of each director will be decided by a vote of the newly elected directors from the first annual meeting. The staggering of terms noted here will only occur one (1) time for the Association. This staggering will allow the Association to avoid having a complete change of the members of the Executive Board all at one time.

3.9. Meetings Of Directors.

- (a) Regular Meetings. Regular meetings of the Board of Directors shall be held

quarterly. Notice of meeting to be given by the President ten (10) days in advance.

- (b) Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three days' notice to each director.
- (c) Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

ARTICLE IV

Officers & Their Duties

4.1. Designation. The principal officers of the Association shall be the President, Vice President, the Secretary, and the Treasurer, all of whom shall be Members of and elected by the Lot Owners. The offices of the Vice President and Treasurer may be held by one person. The Executive Board may appoint assistant treasurer, assistant secretary, and such other officers as in its judgment may be necessary.

4.2. President. The President shall shall 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 of president of a corporation organized under the laws of Pennsylvania, including without limitation, the power to appoint committees from among the Lot Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding such office at such time as he ceases to be a Member of the Executive Board.

4.3. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint another Member of the Executive Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President.

4.4. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of 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 and holders of mortgagees on any Lots hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. 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 the Act and these Bylaws, upon payment of the fee set by the Executive Board for such service.

4.5. Treasurer. The Treasurer shall have the responsibility for the safekeeping of Association

funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board, the 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 incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.6. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Three Hundred and 00/100 Dollars (\$300.00) shall be executed by two officers of the Association. All instruments for expenditures or obligations of Three Hundred and 00/100 Dollars (\$300.00) or less may be executed by any one officer of the Association.

4.7. Duties listed in Article IV and in these Bylaws can be performed by the Managing Agent when authorized by the Executive Board.

ARTICLE V

Common Expenses; Budgets

5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

5.2. Preparation and Approval of Budget. On or before the first day of December of each year or thirty (30) the Executive Board shall adopt a budget for revenues, expenditures and reserves at least annually for the Association. On or before the fifth day of December (or twenty days before the beginning of the fiscal year is the fiscal year is other than a calendar year), the Executive Board shall deliver to all Members copies of the approved budget via mail or email. The Executive Board shall make reasonable efforts to meet the deadline set forth herein, but compliance with such deadline shall not be a condition precedent to the effectiveness of any such subject.

5.3. Assessment and Payment of Common Expenses.

(a) Common Expenses. Except as set forth in (b) below, all Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis payable in installments as determined by the Executive Board in accordance with the Declaration. Once a Lot is created, the Owner shall be responsible for its pro rata share of the Common Expenses, in addition to Limited Common Expenses and Special Assessments and Reserves are hereinafter defined as the same may related to such Lot.

(c) Adoption and Accounting. Assessments shall be deemed to have been adopted and assessed as determined by the Executive Board in accordance with the Act and Declarant, and shall be a lien against each Owner's Lot as provided in the Act and Declaration. Within ninety (90) days after the end of each fiscal year, the Executive

Board shall prepare and deliver to each Owner an itemized accounting of the Common Expenses and funds received during the fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Owners in accordance with their Percentage Interest and shall be payable in assessments, as the Executive Board may determine.

(d) Supplemental Assessments. If the Executive Board determines that the estimate of total charges for the current fiscal year is, or will become, inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of the inadequacy. The Executive Board shall have the authority to levy, at any time by a majority vote, a supplemental assessment (“Supplemental Assessment”), reflecting a revision of the total Common Expense Assessment. Written notice of any change in the amount of Supplemental Assessments levied by the Association through the Executive Board shall be given to all Lot Owners not less than thirty (30) days prior to the effective date of such Supplemental Assessment.

(f) Reserves. The Executive Board may build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Lot Owner's Assessments, the Executive Board may at any time levy further Assessments which shall be assessed against the Lot Owners according to their respective Percentage Interests with regard to Common Expenses and shall be payable as the Executive Board may determine. Payments for said purposes may be classified as capital contributions at the discretion of the Board.

5.4. Fines. The Executive Board shall have the power to levy fines as noted in the Declaration, Bylaws, and Rules & Regulations which shall be considered as a further Assessment against the Lot.

5.5. Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that Assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs.

5.6. 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 provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay each annual Assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

5.7. Accounts. All sums collected by the Executive Board with respect to Assessments against the Lot Owners or from any other source may be commingled into a single fund. Reserves shall be maintained in a separate fund, although different types of reserves may be commingled in one fund.

5.8. Rejection of Budget or Expense. The Association, by affirmative vote of at least fifty (50%) percent of all Unit Owners in the Association, may reject any budget approved by the Executive Board, within thirty (30) days after approval by the Executive Board. In addition, any one-time high dollar expense (over \$2,500) requires all Unit Owners to be notified via mail and/or email, and also may be rejected by a fifty (50%) percent vote from the Association within thirty (30) days of the notice.

5.9. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Executive Board. No Lot Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Lot. 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 therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid Assessments against the selling Lot Owner within five (5) days following a written request therefor to the Executive Board or Managing Agent and such a purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments in excess of the amount therein set forth; and, provided further that, subject to the Act, each Permitted Mortgagee 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 holder comes into possession thereof, except for claims for a pro-rata share of such Assessments or charges resulting from a pro-rata reallocation of such Assessments or charges to all Lots including the mortgaged Lot.

ARTICLE VI

Miscellaneous

6.1. Books and Records. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

6.2. Amendments to Bylaws & Covenants. Bylaws may be modified or amended by the board from time to time. Any two officers or Executive Board Members of the Association may prepare, execute, certify and record properly adopted amendments to the Covenants, Bylaws, or Rules & Regulations on behalf of the Association.

6.3. Conflicts. In the case of any conflict between the Covenants and these Bylaws, the Declaration shall control.

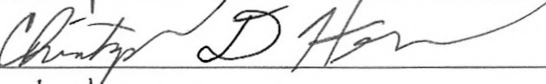
6.4. Notices & Ballots. All notices, demands, bills, statements, ballots or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, sent by United States mail, postage prepaid, or email. All address and contact information will be kept by the Secretary and/or Managing Agent. If Lot Owner does not acknowledge

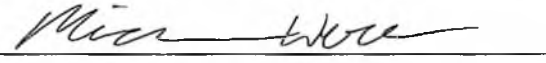
receiving of notices, certified mail will be used to ensure proper delivery of all notices. If a Lot is owned by more than one person, each such person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder. The emailing of ballots will be allowed.

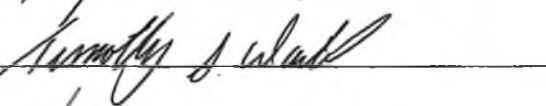
6.5 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

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

IN WITNESS WHEREOF, we, being all the Directors of WALNUT RIDGE, a Planned Community, have hereby adopted these Bylaws and have hereunto set our hands this 9th day of October 2023.

NAME: Christopher D. Harmon
SIGNATURE: 
TITLE: President
DATE: 10/9/2023

NAME: Michael Werb
SIGNATURE: 
TITLE: Vice - President
DATE: 10/9/2023

NAME: Timothy S. Waibel
SIGNATURE: 
TITLE: Secretary
DATE: 10/9/2023