

**AMENDED AND RESTATED BYLAWS OF
SAYBROOK PROPERTY OWNERS ASSOCIATION
A NONPROFIT CORPORATION**

BACKGROUND

A. The Board of Directors of Saybrook Property Owners Association voted to adopt these Amended and Restated Bylaws of the Saybrook Property Owners Association on October 24, 2017.

B. These Bylaws are intended to amend and restate in their entirety the Bylaws of Saybrook Property Owners Association dated 1994 (the "Prior Bylaws").

C. These Bylaws constitute the code of rules for the regulation and management of the Saybrook Property Owners Association's affairs.

ARTICLE I – DEFINITIONS

1.01 "Association" shall mean and refer to the Saybrook Property Owners Association, a Pennsylvania non-profit corporation, its successors and assigns.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding those having such interests merely as security for their performance of an obligation.

1.03 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of Saybrook Subdivision, and specifically by map recorded to Centre County Record Book 48, Pages 35 & 36, but shall not include the Common Areas as herein defined.

1.04 "Common Areas" shall mean and refer to all areas designated for the entryway; entryway landscaping; landscaping in the center of cul-de-sacs; street signs; bikeways; recreational use; and for passage and right of way within the subdivision, or for stormwater management purposes including detention basins, easements and rights-of-way, which are a part of said properties. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association, and are not dedicated for use by the general public unless dedicated to the Township.

1.05 "Member" shall mean and refer to all those Owners who are members of the Association.

ARTICLE II – PURPOSE AND POWERS

2.01 The Saybrook Property Owners Association will have the purposes or powers as may be stated in its Articles of Incorporation, and such powers as are now or may be granted hereafter by the Nonprofit Corporation Law of 1972 of the Commonwealth of Pennsylvania, or any successor legislation.

2.02 The primary purpose of this Corporation is to receive and maintain a fund or funds of real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the preservation of the Common Areas in Saybrook.

ARTICLE III – OFFICES AND AGENCY

3.01 Principal and Branch Offices: The principal place of business of this Corporation in Pennsylvania will be located in Ferguson Township, Centre County, Pennsylvania. In addition, the Corporation may maintain other offices either within or without the Commonwealth of Pennsylvania as its business requires.

3.02 Location of Registered Office: The location of the registered office of this Corporation is stated in the Articles of Incorporation. Such office will be continuously maintained in the Commonwealth of Pennsylvania for the duration of this Corporation. The Board of Directors may from time to time change the address of its registered office by duly adopted resolution and amend its Articles or file the appropriate statement with the Department of State.

ARTICLE IV - BOARD OF DIRECTORS; OFFICERS

4.01 Definition of Board of Directors; Number of Directors: The affairs of this Association shall be managed by a Board of Directors. The Board of Directors shall not be less than three (3) nor more than seven (7) directors. The directors must be Members of the Association.

4.02 Terms of Directors: Directors will be elected for a term of two (2) years each, excepting in the first election of directors, directors shall hold office for staggered terms of one (1) and two (2) years. At each annual meeting thereafter, the Members shall elect that number of directors whose terms will have expired as of that date.

4.03 Vacancies on the Board: Any vacancy occurring in the Board of Directors may be filled by affirmative vote of a majority of the remaining directors. A director elected to fill a

vacancy shall serve until the next annual meeting of the Members, at which the membership shall elect a director to fill the remainder of the unexpired term, if any.

4.04 Removal of Directors: A majority of the remaining directors may remove from the Board of Directors any director who has been absent from three (3) consecutive meetings of the Board of Directors or any director who is no longer a member of the Association.

4.05 Selection of Officers: An annual meeting of the Board of Directors shall be held each year on such date and at such time and place as the Board of Directors may determine. The annual meeting of the Board of Directors shall be held for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If election of officers shall not be held on the day designated for an annual meeting or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Board as soon thereafter as is convenient.

4.06 Call of Special Board Meetings: Special meetings and executive sessions of the Board of Directors may be called by or at the request of the President or by at least three (3) of the directors holding office at any time.

4.07 Notice of Annual or Special Board Meetings: Notice of any annual or special meeting of the Board of Directors shall be given not less than two (2) nor more than five (5) days previous thereto by written notice delivered personally, electronically, or mailed to each director at his/her business or home address. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except for any proposal to alter, amend or repeal the Bylaws or to adopt new Bylaws, for which notice of the terms thereof must be given as above herein, neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

4.08 Quorum of Directors: The presence of a majority of all the directors in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If there be less than a quorum present, a majority of the directors present may adjourn the meeting from time to time and place to place and cause notice of each such adjourned meeting to be given to all absent directors.

4.09 Participation of Directors at Meetings: One or more persons may participate in a meeting of the Board of Directors by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear

each other. Participation in a meeting pursuant to this Paragraph shall constitute presence in person at such meeting.

4.10 Action by Directors: Any action required by law to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors and filed with the Secretary of the Association.

4.11 Roster of Board Officers; Selection of Officers: The officers of the Association shall consist of a President, who has duties of chairperson of Board, a Vice President, a Secretary and a Treasurer. Officers shall be required to be members of the Board of Directors. Officers shall be elected at the annual meeting of the Board of Directors by a majority vote of those Board members present at such meeting, and said officers shall hold office for a period of one (1) year or until their successors have been elected and qualified.

4.12 Removal of Officers: Any officer elected or appointed by the Board of Directors may be removed as an officer by the action of not less than a majority of the entire Board of Directors whenever in their judgment the best interests of the Association would be served, but such removal shall be without prejudice to the contractual rights, if any, of the officer so removed.

4.13 Vacancies on the Board: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term by vote of not less than a majority of the members of the Board of Directors present at the meeting during which the vacancy is to be filled.

4.14 President: The President of the Board shall preside at meetings of the Board of Directors and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

4.15 Vice President: In the absence of the President, the Vice President shall preside at all meetings of the Board of Directors and in general shall perform all duties incident to the office of the President and such other duties as may from time to time be prescribed by the Board of Directors.

4.16 Secretary: Unless otherwise determined by the Board of Directors, the Secretary shall be responsible for the custody of all corporate records of the Association and shall render such statements and reports as may from time to time be required by the Board. He or she may delegate the performance of any of the aforementioned duties, but shall at all times be

responsible for their proper performance. In the absence of the President and Vice President, the Secretary shall preside at all meetings of the Board of Directors.

4.17 Treasurer: The Treasurer will have charge and custody of all funds of this Association, will deposit the funds as required by the Board of Directors, will keep and maintain adequate and correct accounts of the Association's properties and business transactions, will render reports and accountings to the directors and to the Members as required by the Board or by law, and will perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board.

4.18 Managing Agent / Manager: The Board of Directors may employ a managing agent and/or manager for the Association at a compensation to be established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties granted to the Board as set forth above. The Board may delegate to the managing agent and/or manager such powers as may be necessary to carry out the functions of the Board. The decision to employ or discharge a managing agent and/or manager of the Association shall be made by the Board.

ARTICLE V – MEMBERSHIP AND VOTING RIGHTS

5.01 Definition of Membership: Every Owner of a Lot which is subject to assessment(s) levied by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership shall be a covenant running with the land.

5.02 Voting Rights of Members: Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves decide.

5.03 Transferability of Membership – Membership in this Association is nontransferable and nonassignable, except to the extent that each owner of a Lot shall automatically become a Member.

5.04 Termination of Membership – Membership will terminate in this Association due to one of the following events, and for no other reason:

- (a) Sale of Lot by the Member;
- (b) The death of a Member (if an individual); or

(c) The failure of a Member to pay his annual dues on or before their due date, provided that the Association has provided at least 30 day's advance written notice of said termination for nonpayment.

5.05 Reinstatement of Member Upon Full Payment of Late Dues – In the event Membership in the Association terminates due to a Member's failure to pay his annual dues on or before their due date, that Member shall be fully reinstated as a Member of the Association upon the Association's receipt of full payment of the annual dues and any late fees, if applicable, by that Member.

ARTICLE VI – MEETING OF MEMBERS

6.01 Annual Members' Meetings: The annual meeting of the Members shall be held on the second week of January each year at 7:30 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

6.02 Special Members' Meetings: Special meetings of the Members may be called at any time by the Board of Directors, or on written request of Members having at least ten (10%) percent of all the votes of the membership.

6.03 Notice of Members' Meetings: Written notice of each meeting of the Members shall be given by a representative of the Board of Directors, by mailing a copy of such notice, postage prepaid, not less than thirty (30) nor more than sixty (60) days before such meeting to each Member entitled to vote at such meeting, addressed to the address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

6.04 Quorum of Members: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten (10%) percent of the votes of the Members shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at that meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

6.05 Members' Proxy Voting: 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.

ARTICLE VII – MAINTENANCE ASSESSMENTS

7.01 Right to Charge Assessments: The Association shall have the right to charge reasonable fees in the form of (1) Annual Assessments for maintenance, repair, replacement, or improvements to the Common Areas; and (2) Special Assessments for capital improvements. The Association shall have the right to suspend voting rights of any Owner for any period during which any assessment against his Lot remains unpaid.

7.02 Types of Assessments: Assessments include annual assessments or charges or special assessments for capital improvements, with such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the Lot thereby assessed and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.03 Maximum of Annual Assessment: The maximum annual assessment may be increased each year not more than one hundred twenty (120%) percent above the annual assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum without a vote of the Members.

7.04 Special Assessment: In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement, provided that any such assessment shall have been voted favorably upon by a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

7.05 Notice to Members for Assessments: Any action authorized under paragraph 7.03 or 7.04 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty

(60) days following the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.06 Uniform Rate for Assessments: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected at the discretion of the Board of Directors on an annual basis.

7.07 Due Date for Annual Assessment: The annual assessment provided for herein shall become due and payable January 31 of the current year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

7.08 Penalty for Unpaid Assessments: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Area or abandonment of his Lot.

7.09 Assessment Lien: The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VIII – GENERAL PROVISIONS

8.01 Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charge now or restriction, herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.02 Fines: In addition to its rights to enforce all restrictions, conditions, covenants, and reservations as set forth in Section 8.01 herein, and under the Master Declaration of Protective Covenants, and the First Amendment thereto, with respect to non-payment of assessments, the Board of Directors may, after notice and hearing, impose upon any Member found by not less than three (3) members of the Board of Directors to have violated any restriction, condition, or covenant, a fine of not more than Fifty (\$50.00) dollars for each day upon which such violation shall exist. Such fine, together with interest at the rate of ten (10%) percent per annum commencing on the day after imposition of the fine, shall be a charge on the

Lot of the Owner upon whom the fine has been imposed and shall be a continuing lien upon such property.

8.03 Severability: Invalidation of any one of these conditions or restrictions by judgment of Court order shall in no way affect any other provisions which shall remain in full force and effect.

8.04 Amendments to the Protective Covenants: To the extent that the Master Declaration of Protective Covenants, and the First Amendment thereto, for the Saybrook Development as recorded in the Office of the Record of Deeds of Centre County, Pennsylvania, allow for the amending of such covenants and restrictions by the Association, the covenants and restrictions may be amended by an instrument signed by not less than sixty-seven (67%) percent of the Lot Owners. Any amendment to the covenants and restrictions must be recorded.

ARTICLE IX – DISSOLUTION

9.01 The Association may be dissolved with the affirmative vote evidenced in writing of not less than three-fourths (3/4) of the Members entitled to vote in person or by proxy at a duly called meeting. On dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association or trust, or other organization to be devoted to similar purposes. In the event of a dedication of the private roadways to an appropriate public agency, the Association without any further action required on behalf of its Members shall forthwith be dissolved.

ARTICLE X – APPOINTMENT OF TRUSTEES

10.01 The Board of Directors shall have the power from time to time to appoint trustees of the Association who shall in their capacity as trustees of the Association take title to any Common Areas which are to be deeded to the Association. There shall be no less than three (3) trustees who shall serve at the will of the Board of Directors and until such time as any trustees is replaced by the Board of Directors.

ARTICLE XI – AMENDMENTS TO THE BYLAWS

11.01 These Bylaws may be amended at any annual or specially called meeting of the membership upon the affirmative vote of the majority of the Members who are voting in person or by proxy at such duly called meeting; provided however, that no provision requiring a vote of more than a majority of the Members who are voting in person or by proxy shall be amended

except by the affirmative vote of Members sufficient prior to amendment to take that action for which the voting requirement is to be amended.

ARTICLE XII – INDEMNIFICATION PROVISIONS

12.01. Limitation of Directors' Liability. No director of the Association shall be personally liable for monetary damages as such for any action taken or any failure to take any action unless: (a) the director has breached or failed to perform the duties of his or her office under Section 5712 of the Pennsylvania Nonprofit Corporation Law of 1988 (relating to standard of care and justifiable reliance), and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the provisions of this paragraph shall not apply to the responsibility or liability of a director pursuant to any criminal statute, or to the liability of a director for the payment of taxes pursuant to local, state or federal law.

12.02. Indemnification and Insurance.

(a) Indemnification of Directors and Officers.

(i) Each Indemnitee (as defined below) shall be indemnified and held harmless by the Association for all actions taken by him or her and for all failures to take action (regardless of the date of any such action or failure to take action) to the fullest extent permitted by Pennsylvania law against all expense, liability and loss (including without limitation attorneys' fees, judgments, fines, taxes, penalties, and amounts paid or to be paid in settlement) reasonably incurred or suffered by the Indemnitee in connection with any Proceeding (as defined below). No indemnification pursuant to this paragraph shall be made, however, in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

(ii) The right to indemnification provided in this paragraph shall include the right to have the expenses incurred by the Indemnitee in defending any Proceeding paid by the Association in advance of the final disposition of the Proceeding to the fullest extent permitted by Pennsylvania law; provided that, if Pennsylvania law continues to so require, the payment of such expenses incurred by the Indemnitee in advance of the final disposition of a Proceeding shall be made only upon delivery to the Association of an undertaking, by or on behalf of the Indemnitee, to repay all amounts so advanced without interest if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified under this paragraph or otherwise.

(iii) Indemnification pursuant to this paragraph shall continue as to an Indemnitee who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators.

(iv) For purposes of this Article, (A) "Indemnitee" shall mean each director or officer of the Association who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any Proceeding by reason of the fact that he or she is or was a director or officer of the Association or is or was serving in any capacity at the request or for the benefit of the Association as a director, officer, employee, agent, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise; and (B) "Proceeding" shall mean any threatened, pending or completed action, suit or proceeding (including without limitation an action, suit or proceeding by or in the right of the Association), whether civil, criminal, administrative or investigative.

(b) Indemnification of Employees and Other Persons. The Association may, by action of its Board of Directors and to the extent provided in such action, indemnify employees and other persons as though they were Indemnitees. To the extent that an employee or agent of the Association has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, the Association shall indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(c) Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses provided in this Article shall not be exclusive of any other rights that any person may have or hereafter acquire under any statute, provision of the Association's Articles of Incorporation or Bylaws, agreement, vote of Members or directors, or otherwise.

(d) Insurance. The Association may purchase and maintain insurance, at its expense, for the benefit of any person on behalf of whom insurance is permitted to be purchased by Pennsylvania law against any expense, liability or loss, whether or not the Association would have the power to indemnify such person under Pennsylvania or other law. The Association may also purchase and maintain insurance to insure its indemnification obligations whether arising hereunder or otherwise.

(e) Fund for Payment of Expenses. The Association may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise may secure in any manner its indemnification obligations, whether arising hereunder, under the Articles of Incorporation, by agreement, vote of Members or directors, or otherwise.

12.03. Amendment. The provisions of this Article relating to the limitation of directors' and officers' liability, to indemnification and to the advancement of expenses shall constitute a contract between the Association and each of its directors and officers which may be modified as to any director or officer only with that person's consent or as specifically provided in this paragraph. Notwithstanding any other provision of these Bylaws relating to their amendment generally, any repeal or amendment of this Article which is adverse to any director or officer shall apply to such director or officer only on a prospective basis, and shall not reduce any limitation on the personal liability of a director of the Association, or limit the rights of an Indemnitee to indemnification or to the advancement of expenses with respect to any action or failure to act occurring prior to the time of such repeal or amendment. Notwithstanding any other provision of these Bylaws, no repeal or amendment of these Bylaws shall affect any or all of this Article so as either to reduce the limitation of directors' liability or limit indemnification or the advancement of expenses in any manner unless adopted by the unanimous vote of the directors of the Association then serving; provided that no such amendment shall have retroactive effect inconsistent with the preceding sentence.

12.04. Changes in Pennsylvania Law. References in this Article to Pennsylvania law or to any provision thereof shall be to such law (including without limitation to the Directors' Liability Act) as it existed on the date this Article was adopted or as such law thereafter may be changed; provided that (a) in the case of any change which expands the liability of directors or limits the indemnification rights or the rights to advancement of expenses which the Association may provide, the rights to limited liability, to indemnification and to the advancement of expenses provided in this Article shall continue as theretofore to the extent permitted by law; and (b) if such change permits the Association without the requirement of any further action by Members or directors to limit further the liability of directors or limit the liability of officers or to provide broader indemnification rights or rights to the advancement of expenses then the Association was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

ADOPTED this 24th day of October, 2017.

Christine Lomer
Attest

David W. Duleston
, President

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CENTRE :

On this 24th day of October, 2017, before me, a Notary Public, personally appeared David W. Dulabon, who acknowledged himself to be the President of Saybrook Property Owners Association, the foregoing nonprofit corporation, and that, as such officer, is authorized by said corporation to execute the foregoing instrument for the purposes therein contained.

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

Commonwealth of Pennsylvania

Notarial Seal
MELISSA R DURN - Notary Public
COLLEGE TWP, CENTRE COUNTY
My Commission Expires Mar 9, 2021

Melissa R. Durn
Notary Public