

Consolidated Rules and Regulations
For the Association of Property Owners
Of The Hideout, Inc.
Adopted March 11, 1979
Includes revisions through June, 2010

ATT:
DISRUPTIVE GUEST POLICY
Effective June 1, 2003

Guests that are convicted of crimes committed within the confines of the community, as a guest of a member, will not be permitted to access the community. Violators will be prosecuted for Defiant Trespass. The convictions of crimes relates to the following Pennsylvania Statutes:

- * Any violation of Chapter 35 Or Chapter 37 of the Pennsylvania Crime Code
 - * Drug Offenses (Controlled Substances) - Act 64
- * Sexual Offenses as identified in Chapter 31 of the Pennsylvania Crime Code
 - * Assaults as identified in Chapter 27 of the Pennsylvania Crime Code.
- * A conviction for any felony committed within the confines of the community will result in a refusal for admission.

The Hideout will cooperate fully with the Pennsylvania State Police and the Office of the District Attorney on this matter.

Consolidated Rules and Regulations Adopted, Revised and Approved
By the Board of Directors
Forward

The Association Board of Directors has approved this comprehensive set of rules and regulations for the Association. These rules encompass all previously published rules approved by the Board. In addition, the various amenity area rules and operational practices have been formalized to assist the membership in understanding procedures to be followed when seeking certain services.

Community enjoyment by the entire membership demands more than the average observance of common rules and etiquette. We urge everyone enjoying the community's resources to cooperate and adhere to these guidelines to insure the highest quality Hideout experience for our membership.

One final note! These rules are in addition to and in no way supersede the provisions of the Declaration of Protective Covenants or the By-Laws of the Association. Any violation of these Rules and Regulations may result in an appearance before the Disciplinary Committee, established under the authority granted through Article IV, Section 10 of the By-Laws.

Sincerely,
Board of Directors
Date Approved: September 29, 1996

Preface
Authority of the Association of Property Owners Of The Hideout, Inc.

The Declaration of Protective Covenants of the Hideout, Article 10, Section C reads as follows:

Purposes:

The purposes of the Association are to promote the common interests of its members, to operate, maintain, repair and replace the common areas and to promulgate and enforce Rules and Regulations governing the use and enjoyment of the common areas.

Recorded: May 11, 1970

Definitions

- Amenity: All common areas owned by the Association.
- Member: Those persons having membership rights in the Association in accordance with the provisions of the By-Laws.
- Owner: Any natural person, firm, corporation, trust or entity who holds fee title to a lot or an undivided interest in fee title to a lot; any person who has contracted to purchase fee title to a lot or an undivided interest in fee title to a lot under written

agreement, in which case the seller under said agreement shall cease to be the "owner" while said agreement is in effect; or any lessee of a lot under a recorded lease from the owner of fee title to said lot for a term of not less than fifty (50) years, in which case the lessor under said lease shall cease to be the "owner" while said lease is in effect.

- Tenant: A person or persons entering into a lease of a private home of a member. One couple and dependents, or not more than three unrelated adults, are considered "renters" for amenity use purposes. All others are considered "guests of renter."
- Guest: All spouses, dependent children and legal dependents of Class B & C Associate Members; invitees of members, Class A Associate Members and Tenants.
- Contractor: A person, company or corporation performing service within The Hideout. It will include the contractors employees and/or his agents.
- Vendor: A person, company or corporation delivering material, supplies or goods within The Hideout on a day-to-day basis.
- Motor Vehicle: A properly State registered and licensed vehicle powered with a motor or engine.
- Watercraft: This will include, but not be limited to boats, catamarans, canoes, inflatables, personal watercraft and trailer-conveyed boats of a larger size.
- Campers: Recreational vehicle/mobile homes, any vehicle, self-propelled or pulled, used for housing or travel.
- Hideout Employee: A person currently on the employment records of The Association of Property Owners of The Hideout, Inc., working for compensation either full or part-time.

Membership Identification for Use of Amenities

Purpose: Provide control of amenities for members and guests.

Rules and Regulations

1. Members, upon payment in full of their dues, assessments, fines and charges, will receive vehicle/amenity identification cards.
2. Guests and tenants shall secure appropriate identification and pay fees in advance as required prior to use of any amenity.
3. Current membership identification must be obtained at the Registration Office by March 31 of each year and be properly displayed in accordance with the registration guidelines. (Amended February 18, 2006)

General Rules

Security and Rules Enforcement

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Tennis Rules

Ski-Campground Rules

Golf Rules

Pools and Beaches Rules

Environmental Rules

General Rules

1. Hideout members are responsible for any damage caused by themselves, their minor children or their guests or tenants, and further shall be held responsible for any removal or damage to The Hideout property caused by themselves, their children, their guests or tenants.
2. The Hideout community is restricted solely to Hideout members, tenants, guests, contractors, vendors and employees. Members must notify the Security Department when a guest will be using the property and the member is not present.
3. All members, renters and guests must possess and display proper amenity identification at all times when using the facilities.
4. Advertising of only Hideout sponsored events and activities are allowed. Advertising for non-profits are allowed based upon prior approval from the Recreation Department.
5. The unreasonable operation of any kind of noise in such a manner as to disturb other individuals is prohibited. (Amended February 18, 2006)
6. The operation of motor vehicles, including motorcycles and watercraft, with loud or defective mufflers, or in a manner to produce or result in sound levels disturbing to others, is prohibited.
7. The disposal of trash, including recyclables, anywhere in The Hideout other than association maintained dumpsters or compactors provided for this purpose is prohibited and will be considered littering. Littering is prohibited in The Hideout and is subject to a fine of \$200.00. All members are to participate in our recycling effort.

8. Only household refuse may be discarded in containers provided at the dumpster/recycling center. No building material may be discarded in Association refuse containers.
9. The speed limit on Hideout roadways is 25 M.P.H., weather permitting, unless otherwise posted.
10. All Vehicles operating in the Hideout must display proper ID (passes/stickers) at all times. (Amended February 18, 2006)
11. Operating a motor vehicle or watercraft in the community while impaired or under the influence of alcoholic beverages or controlled substances is prohibited.
12. Verbal and/or physical harassment of staff and/or other members is prohibited. (Amended January 16, 2010)
13. Association amenities, facilities and common areas are closed at 11 p.m. or in accordance with posted hours. The association management may close certain common areas from use for any reason whatever including but not limited to safety, maintenance, ecology, aesthetics or community harmony.
14. Hunting within the community is strictly prohibited. Possession of firearms must comply with the statutes of the Commonwealth of Pennsylvania.
15. All motorized vehicles must be operated by a licensed driver and have a valid State registration.
16. Go-carts and all-terrain vehicles are not permitted on the roads or common areas of The Hideout. All operators and passengers of motorcycles, mopeds, etc., must wear all safety gear prescribed by the statutes of the Commonwealth of Pennsylvania.
17. Bicycles are to be equipped with a headlight and red rear reflector for night riding on the roads or common areas. Helmets are required for all operators and passengers.
18. Pets will not be allowed to enter any facility controlled or owned by the association. (Exception: guide dogs)
19. Pets must be licensed, inoculated, leashed and kept under owner's control at all times.
20. It is the responsibility of the owner of the pet to clean up and remove animal excrement of their pet.

21. No campers, watercraft or vehicles shall be left upon the designated common areas of the association without being properly registered.
22. Abandoned vehicles – If a vehicle remains on the property of the association for a period in excess of 48 hours, it shall be classified as abandoned, and the vehicle may be removed at the owner's expense.
23. After a period of 90 days, a vehicle, camper, watercraft or other personal property not claimed shall be deemed abandoned by the association and will be disposed of at management discretion.
24. Vehicles are prohibited from parking on any roadway in the community. Vehicles shall not park less than five (5) feet from the edge of any paved roadway in the community. Security Administrator may grant variance by exception.
25. Parking in a handicapped zone is prohibited unless the vehicle displays an authorized handicapped parking identification. Violators are subject to an automatic \$200.00 fine.
26. There will be an assessment of a \$25.00 service charge for each false alarm beginning with the third occurrence that may occur in the security alarm system of any private residence in The Hideout within the same calendar year. (Amended February 18, 2006)
27. The use of fireworks is prohibited in The Hideout unless approved by the Board of Directors (Amended June 5, 2010).
28. No open fires of any kind will be allowed within The Hideout except for barbeque grills whose sole purpose is for the preparation of food; and fires monitored by the association staff for sponsored recreation events.
29. The feeding of deer is prohibited in the Hideout effective January 1, 2011. The first violation will be a written warning. The second violation will be a failure to comply citation issued in the amount \$125. (Amended November, 2010)

Hideout Security and Rules Enforcement

The Security Department is responsible for the enforcement of the Consolidated Rules and Regulations, By-Laws and Protective Covenants under the direction of the Security Administrator.

1. The Security Department will respond to calls for service from members of the community and will escort and assist Fire, Police and Ambulance emergency personnel as required.

2. Commercial Vehicles: The following vehicles, or a combination thereof, shall not be permitted on any of the lots, amenities or common areas of The Hideout residential development:

A. Bus, trailer, mobile or motor home of any kind or nature (exception: watercraft or snowmobile trailer); emergency parking on lots for on or off loading only of these vehicles may be granted by exception by the Security Administrator.

B. Any vehicle exceeding 10,000 lbs. in unladen weight.

C. Any vehicle exceeding twenty one (21) feet in length.

D. Any vehicle exceeding the height of ten (10) feet. (Amended February 18, 2006)

All delivery vehicles shall be permitted on the roads of The Hideout development for the purpose of actually loading and unloading property or passengers, but the parking on the roads, lots, amenities or common areas of the development is prohibited.

3. Contractors will be issued bumper stickers as required by the Board of Directors. Contractors will be required to sign a registration form stipulating they will abide by all Hideout rules and regulations. Any licensed vehicle with signage owned by a contractor doing work with a valid building permit at a lot shall remove such vehicle after the established working hours (June 2010).

4. Guest passes will be issued to a guest for a period of not more than seven (7) days. This pass must be displayed at all times.

5. Renters renting for a period of more than 30 days will be issued a renter bumper sticker to be displayed on the passenger front bumper. All those renting for less than 30 days will be issued temporary passes to be displayed on the passenger side of the dashboard.

6. The Commonwealth of Pennsylvania Motor Vehicle Code applies to operation of vehicles on all roadways within the association.

(Amended February 18, 2006)

Guest Policy

Purpose: The association recognizes that due to the nature of The Hideout as a private recreational community, there will be many occasions when Hideout members and renters will invite guests to join them at The Hideout.

Policy: It is the policy of the P. O. A. to extend the use of The Hideout amenities to guests of members in accordance with our Rules and Regulations.

Definitions:

Guest pass - Auto identification card issued to allow access to a private home. This allows no amenity use. Guest amenity fee - The fee charged for use of amenity within the association.

Admittance of guests:

1. When the member is at The Hideout, guests will be admitted only on prior written or oral notice to the Security Officer at the gate.

2. When the member is absent from The Hideout, prior written notice of a member is required for admittance of guests, which shall include the following information:

A. Name of P.O.A. member and signature

B. Hideout address

C. Home address

D. Lot #

E. Name of guest(s)

F. Hideout phone number

G. Address of guest(s)

H. Home phone number

3. Pin Number is acceptable in lieu of written information described in #2 above.

4. Identification of Guests for amenity use

All guests shall be in possession of and display an amenity pass for the period of time they are guests in The Hideout in order to utilize amenities. Children of the age of 7 and under will not be required to have amenity identification. Identification badges will be issued at the Registration Office. Rental Policy Property owners are not permitted to rent their property to anyone, who within the last two (2) years has violated the rules and regulations and said violation constitutes a crime as defined in the Pennsylvania Crimes Code. The property owner/landlord maintains the ultimate responsibility for tenants' compliance with Protective Covenants, By-Laws and Rules and Regulations. Administrative fees may be set by the Board of

Directors each year. There will be a late charge for those not registered two days from the beginning of the rental period.

a. Any home that is rented must be rented in its entirety and many not be occupied in part by the owner during the rental period.

b. Property owners relinquish their amenity privileges during a rental period. Property owners with more than one lot shall be able to use facilities if they do not rent all their lots. Tenants shall acknowledge receipt of rules and regulations from the Registration Office and are responsible for compliance. Tenants who are not in good standing will be prevented by the association from using the amenities or from renewing the rental form. The association reserves the right to refuse entry to any tenant who has not complied with the rental policy. Renters shall be subject to disciplinary action for violation of Rules and Regulations of The Hideout.

Lakes-Marina-Snowmobile

Consolidated Rules and Regulations

Amenity Rules

Notice: The use of all amenities is at your own risk.

Snowmobile Regulations

1. All snowmobiles must be registered with the Registration Department each year prior to use and an annual decal affixed to the front of the snowmobile.
2. The use of snowmobiles on Hideout common properties is prohibited. All snowmobiles must comply with all Commonwealth of Pennsylvania regulations.
3. A Certificate of Insurance for the snowmobile having minimum coverage of \$100,000 liability and \$25,000 property damage must be provided to the Registration Department prior to receiving registration.

Lake/Marina Rules

1. All watercraft owners are required to register their watercraft and pay the appropriate fee(s) with the Hideout Recreation Department. Additionally, All Owners of watercraft (20 horsepower or more) must have a minimum of \$250,000 liability insurance coverage and \$50,000 personal liability insurance. Owners of watercraft nineteen (19) horsepower or less (not including electrically powered) must have at least \$100,000 in liability insurance. Electrically propelled watercraft needs a state registration but does not require a certificate of insurance.
2. A certificate of insurance for the appropriate amount of liability coverage from the insurance company listing the P.O.A. as a co-insured party must be presented at the time of registration.

3. Personal watercraft and motors must be available for inspection accompanied by a current state registration.
4. The maximum size for any registered watercraft cannot exceed ninety (90) horsepower unless registered before June of 1983; personal watercraft, i.e., jet skis, wave runners, are subject to a maximum 85 horsepower, two stroke, or 110 hp with a four-stroke engine. For wave runners the maximum permitted horsepower is 110 hp, 4-stroke engine. (Amended February 18, 2006)
5. The maximum length of watercraft permitted on Hideout lakes is seventeen (17) feet unless registered before June of 1983.
6. All lake activities must comply with the Pennsylvania Fish and Boat Commission. For a complete listing of PA Fish and Boat Commission Safety Rules and Regulations contact Northeast Region office at 570-477-5717.
7. All power watercraft must travel in a counter-clockwise direction.
8. Double water skiing (including towing of two skiers/two tubes) on Fridays, Saturdays, Sundays and Holidays is prohibited.
9. The minimum age of the operator of a watercraft/PWC is regulated by the PA Fish and Boat Commission. No person 11 years of age or younger may operate a watercraft/PWC propelled by a motor greater than 10 horsepower. No person 12 to 15 years of age may operate a watercraft/PWC propelled by a motor greater than 10 horsepower without obtaining a Boating Safety Certificate, a copy of which must be on file at the Recreation Department. Furthermore, anyone 12 to 15 years of age may not operate a PWC with any passengers on board 15 years of age or younger.
10. All persons in a watercraft must be seated while in operation.
11. Launching and landing of water skiers from docks or shoreline is prohibited.
12. All power watercrafts must observe the one hundred (100) foot minimum swell speed regulations when operating near all regulating buoys.
13. Water Skiers directly ahead of or behind another boat are prohibited.
14. Each water skier (including tubers) must wear U.S. Coast Guard approved personal flotation devices.
15. When water skiing or tubing, there must be one observer facing (spotting) the skier or tuber at all times.

16. Water skiing and/or use of watercraft/PWC is prohibited before 8 a.m. and after sunset or when visibility becomes poor, exception: approved fishing tournaments. (Amended February 18, 2006)

17. All boating activity must cease on any lake during electrical storms or conditions that may result in personal injury.

18. All watercraft must be equipped with U.S. Coast Guard approved wearable personal flotation devices for each person on board.

19. Placing of buoys in Roamingwood Lake is prohibited except when authorized by Association management.

20. Inflatable rubber rafts, without attached motors, are to remain within one hundred (100) feet of the shoreline if they are approved to carry only two or less occupants. Rubber rafts approved for three (3) or more occupants may go beyond this limit and must be registered as a non-power boat with the Recreation Department.

21. Everyone sixteen (16) years of age or older fishing in The Hideout must have a current Pennsylvania fishing license. Fishing in The Hideout is subject to the fishing laws of Pennsylvania.

22. Docking facilities are reserved for all watercraft; these facilities are intended for temporary use only and are restricted to 15 minutes per watercraft.

23. All users of sailboats must maintain a proper lookout at all times.

24. Rowboats with or without motors are not to occupy Marina dock slips.

25. Motorized vehicles are not permitted on frozen lakes at any time.

26. Guests are not permitted to register any type of power watercraft for use on any Hideout lake.

27. Deerfield and Brooks lakes are reserved for fishing and non-power boating. Electrical trolling motors are permitted.

28. A fine of \$500 and the potential suspension of lake privileges will be assessed for the following infractions (Amended 1998) : Operating a watercraft on any lake which is in excess of established horsepower and length regulations; Misrepresentation of documents required for registration of watercraft.

29. Marina space renters failing to remove their watercraft by designated date set shall be subject to a fine of \$20.00 per day plus costs to remove and all subsequent costs incurred. This violation may result in suspension of future dock use.

30. Washing watercraft in the launching areas, beaches and lakes is prohibited.
31. Watercraft may not be anchored within 100 feet of any roped swimming area or park areas.
32. Personal watercraft shall not overtake or pass another watercraft within the 100-foot swell rule.
33. Personal watercraft operators must possess a Boating Safety Education Certificate pursuant to PA Commonwealth Statute, effective January 1, 2000. The Statute provides for a \$50.00 fine for the first offense and a \$200.00 fine for each subsequent violation of the Fish & Boat Commission Regulation. (Amended by the POA Board, April 29, 2000)
34. A mandatory fine of \$250.00 for the first offense and \$500.00 for the second offense will be assessed to anyone who has not successfully completed the Boater Safety Education Course regarding the operation of PWC's.
35. A mandatory fine of \$50.00 for the first offense and \$100.00 for the second offense for anyone who fails to possess a Boating Safety Certificate while operating a PWC.
36. A mandatory fine of \$500.00 will be assessed to anyone who operates a watercraft in a reckless manner. In addition, the Board reserves the right to suspend the Lake and Marina privileges of said violator.

CAUTION: ALL FUELING AND RE-FUELING OF WATERCRAFTS MUST COMPLY WITH THE BOATER SAFETY HANDBOOK WITH REGARD TO VENTILATION AND FUELING.

Indoor/Outdoor Tennis

Two indoor, professional - level tennis courts are located in the Recreational Sports Complex on North Fairway Drive. Eight outdoor courts (6 lighted) are located throughout the community. There is a complete instructional program of clinics at four levels, private lessons are available, tennis camps and tournaments. For information call the Recreation Office.

All Tennis Rules and Regulations

General

1. Only members in good standing, using the respective name and lot number may make tennis reservations. Members may reserve courts for guests.

2. Each property owner is entitled to one (1) session of reserved play, one clinic and one private lesson each day per property owned. However, the Recreation office shall use its discretion to either restrict this entitlement during periods of heavy court demand or to make additional session reservations available to property owners when court time is available.
3. Reservations are available through the Recreation office on the day of play or one (1) day in advance.
4. Courts may be reserved in person or by phone during normal Recreation office hours. Any court, lesson or clinic reserved and not cancelled within one hour of scheduled court time and not resold will be charged in full to the person or persons who made the reservation.
5. Members reserving courts for play during peak playing hours are limited to using their own lot numbers per session.
6. Fifteen minutes late arrival will result in forfeiture of court time.
7. Failure to use reserved court time may result in loss of reservation privileges. However, there will be no penalty for reserved courts cancelled at least two (2) hours prior to reservation.
8. All persons using courts are required to have and display amenity badges.
9. Spectators must stay outside court areas. A maximum of four (4) persons per court at any one time is permitted.
10. Proper tennis attire is required. No street shoes, black-soled shoes, sandals, or bare feet are permitted.
11. No food or alcoholic beverages of any kind are allowed within court areas. Only water in appropriate unbreakable containers is permitted.
12. Smoking is not permitted on courts at any time.
13. Children under the age of 10 must have adult supervision.
14. No pets are permitted in the court areas.
15. Loud or boisterous conduct, profanity, racquet throwing, or abuse of the RSC equipment and/or tennis courts will not be tolerated.
16. The Recreation Department shall be the final authority on all tennis concerns.

Outdoor Tennis

1. Outdoor tennis reservations are available at the Recreation Office on the day of play or one (1) day in advance.
2. Each property owner is entitled to one (1) hour of reserved play each day per property owned. Recreation management shall use discretion in regulating this restraint.
3. Courts may be reserved for play from 8 a.m. to 11 p.m. daily. Usage without lighted facilities is prohibited.
4. Fifteen (15) minute late arrivals will result in forfeiture of court time.
5. Phone reservations for outdoor play will follow normal Recreation office hours.
6. Reservations will only be accepted from members.
7. Members reserving court time are limited to using only their own lot numbers plus the lot number of one of their opponents and/or partners.
8. Spectators must stay outside fenced areas.
9. Proper tennis attire is required. No street or black-soled shoes are permitted. Shirts are required at all times.
10. Tennis courts are not to be used for any purpose other than tennis.
11. Beverages in proper plastic containers (sealed) are allowed on the courts. All other forms of food and beverages are strictly prohibited including alcohol.
12. No pets permitted in the court area.

Indoor Tennis

1. All fees (court time, guest fees) must be paid prior to using the facility.
2. Reservations may be made one (1) day in advance.
3. Failure to use reserved court time may result in the full hourly rate being charged. However, there will be no charge for reserved courts cancelled at least two (2) hours prior to scheduled start time.
4. An RSC discount tennis pass may be purchased at the Recreation office for use during the winter season beginning November 1. The RSC pass is not transferable from the purchaser to any other individual.

Clinics

1. The tennis pro will determine level of play for purposes of clinic participation.
2. All clinic reservations can be made one (1) day in advance and must be prepaid prior to the start of the lesson (cash or A.P.C.).
3. One clinic is available per lot per day unless open spots are available.
4. Members will be given priority for clinic reservation; guests will be placed on waiting lists and will be able to participate if space becomes available no sooner than one (1) hour before the scheduled start time.
5. Failure to attend a reserved clinic will result in the full rate being charged. However there will be no charge for reserved clinics cancelled at least two (2) hours prior to scheduled start time.

Private Lessons - Outdoor

Outdoor private lessons are reserved through the tennis pro during the summer.

All outdoor lesson fees are payable to the tennis pro. In the case of rain, indoor court fees will apply.

Members will be given priority for lessons; guests will be permitted to take lessons only if space is available.

Contracts

Contract time is guaranteed playing time scheduled each week on the same day and time. It is available during the winter season beginning November 1 at the indoor courts. Arrangements are made on a first come, first served basis at the Recreation office.

Ski-Campgrounds

Consolidated Rules and Regulations

Ski Area Rules

1. Lift attendants, ski patrol and area staff is to have strict authority over the area.
2. Skiers approaching each other on opposite traverses shall pass to the right.

3. Skiers may not stop in a location where they will obstruct a trail or are not visible from above.
4. Skiers may not impede the normal passage of other skiers during loading or unloading of a lift.
5. Skiing is permitted only on designated trails during operating hours.
6. Swinging on chair lifts is prohibited.
7. Cutting into lift lines or pushing ahead is prohibited and may result in the loss of skiing privileges.
8. Non-compliance of any of the above rules may result in the loss of lift privileges and/or disciplinary action.
9. Foul language is prohibited.
10. No glass bottles on ski hill property.
11. Patrons must adhere to Responsibility Code and all signage.

Hideout Campground Rules

Purpose: The Hideout Campground is a facility offered to Members in good standing and their Guests. No year-round occupancy is permitted. Sanitary facilities are available from May 15 thru October 31; electricity is available May 15 thru November 30.

Rules & Regulations:

1. The Hideout Campground and its camping facilities are available only to Members in good standing and their Guests.
2. One site per Lot can be registered. Depending upon availability, additional sites may be registered to any Member in good standing.
3. Short term shall be defined as two (2) weeks.
4. Only Camping vehicles and tents defined as follows are permitted in The Hideout Campgrounds:
 - Towed type travel trailer - 40 foot maximum.
 - Fifth Wheel trailers - 40 foot maximum.
 - Motor home - 40 maximum.
 - Tents.

- Fold-out, pop-up, hard top or slide-out campers.
 - Camper vans.
 - Pick-up trucks with cap or camper body.
 - Passenger car-top camper.
5. Mobile homes, office or construction trailers are not permitted at The Hideout Campground.
6. Camping sites are available on a reservation basis only.
7. Member must make all reservations for Campground sites thru the Registration Department.
8. All camping vehicles & tents must first be registered at the Registration Department.
9. Before occupying a campsite, the camper will be required to sign a Camping Agreement approved by the Board of Directors.
10. To register your Trailer/RV for any site you will need to provide the following:
- A completed Campground Registration Form.
 - Payment.
 - A current copy of your Trailer/RV registration.
 - Proof of Insurance - \$300,000 for the RV or \$300,000 Personal Liability for trailers.
11. Sites are reserved for camping vehicles only. One passenger vehicle is permitted to accompany an RV on the pad. No parking is permitted on the roadway.
12. Short-term Campsites reservations will be taken at the Registration Department. The Member must make the reservation.
- Payment is due when the reservation is made.
 - A Short term Camping packet must be picked up by the camper at the North Gate Security Office.
 - A \$20 deposit will be required for the set of keys issued in the Packet. The deposit will be returned when the keys are returned to the North Gate upon departure.
13. Campers using tents are to use areas reserved for tents. Tents do not have use of electrical outlets.
14. Cars or other vehicles are not to be washed at the Hideout Campground.
15. An authorized Registration decal must be affixed to the right & back bumper of all Long-term camping vehicles. Tent registration decals should be fixed on a pole in the front of the tent. Parking permit is to be displayed on the Guest's vehicle.

16. Authorized Guests using the camping facilities are governed by the same regulation that applies to Members. Members are responsible for their Guests and the site.
17. Quiet time is observed between 10 pm and 8 am. Loud, boisterous noise (including audio equipment) is not permitted anytime.
18. Open fires are prohibited. Campfires are to be made in fire pits provided for that purpose. Propane stoves and charcoal grills are not to be left unattended. All fires must be extinguished before retiring.
19. Tarps are not permitted to cover trailers from Memorial Day until Labor Day. Exceptions will be made for emergencies.
20. Trash and garbage must be deposited at the dumpsters across from North Beach. All recycling rules must be obeyed.
21. Vehicle or portable holding tanks are to be emptied and flushed only at the Dump Station next to the Convenience Building.
22. The Speed Limit for all vehicles in The Hideout Campground is 5 MPH. Portable fender mounted mirrors are to be removed once the trailer is unhitched.
23. All roads within the Campgrounds are One Way. The direction of the road is marked within the Campground.
24. Pets are not permitted in the Convenience Building.
25. Loitering or playing in the Convenience Building is prohibited.
26. The Convenience Building is off limits to children under eight (8) unless accompanied by an adult.
27. Extension cords are not to be connected to the Convenience Building.
28. All campsites will be inspected by a Staff member as part of the checking out procedure, to insure the site has been properly cleaned.
29. Children under 18 will not be permitted to stay overnight without adult supervision.
30. Trees may not be cut or endangered.
31. Emergency -Emergency-Emergency-three blasts of a car horn signify an emergency and a call for help.

32. A courtesy phone is located at the entrance gates of the Campground.
(Amended 4/09)

Golf Rules

1. All golfers must present proper identification when using the facility.
2. All golfers must register and pay green fees in the Pro Shop before starting to play.
3. Each golfer must have his/her own golf bag and the necessary equipment.
4. Spectators are not permitted on the golf course. Any exception will be at the discretion of the Golf Supt. (Amended February 18, 2006)
5. Bicycles are not permitted on the golf course.
6. Golfers attire shall consist of the following: **Proper golf attire is required at all times.**
 - **No tank tops, halters, undershirts, see through shirts or short shorts are permitted.**
 - **Adult men (18 and older) must wear a collared shirt or mock turtle neck shirt.**
 - **Blue jeans are not permitted on our course.**
 - **Ladies sleeveless shirts must have a collar.**
 - **Only soft spikes or sneakers are permitted. (Amended July, 2010)**
7. All rules of etiquette should be observed.
 - a. Slow players let faster players through
 - b. Take no longer than three minutes to look for lost golf balls
 - c. Before putting on the par threes, stand aside and allow the following group to hit to the green unless players on the next hole are still on the tee.
 - d. Replace all divots on the fairways and repair ball marks on the greens.
8. Keep power carts 30 feet from greens, tees and wet area.
9. U.S.G.A. rules apply except where local rules supersede.
10. League play must be approved by the Golf Director and/or Community Manager.
11. The Hideout Club Championship matches, when being played, have priority over any regular play or league play and should be permitted to play unimpeded.
12. Golf carts may be rented by those persons sixteen years of age or older.
13. Only two persons and two golf bags are permitted in a golf cart.

14. Children under the age of 13 must have written approval by the Golf Director or Golf Professional before using the golf course.

Pools and Beaches Rules

Coast Guard approved flotation devices are permitted in the pools and designated beach areas. Swimming aids may be used by the non-swimmer, only when accompanied by an adult who is in the water with the child, and only in the shallow end.

All non-swimmers and children under 13 years of age, must be accompanied by an adult swimmer at all times while in the pool and/or at the beach swimming areas.

The Hideout is not responsible for the loss of any personal property.

Pool Rules

1. No food, beverages, and/or smoking: are permitted within the confines of the pool gates.
2. No diving is allowed in water less than five (5) feet deep.
3. Back dives and/or flips are not permitted.
4. Running, shoving, pushing, and horseplay are prohibited.
5. Adult swims are for people over 18 years of age. The lifeguard will determine the times of adult swims
6. No congregating around ladders and/or lifeguard chairs.
7. The kiddy pool is intended for non-swimmers and their accompanying adults only.
8. In the kiddy pool, infants must wear plastic pants or swim diapers. Children wearing only regular diapers are not permitted in the pools.
9. Balls are not permitted in the pools during: open swimming hours.

Beach Rules

1. Lifeguard must be on duty in order to swim at designated beach areas.
2. No glass containers of any kind are permitted in the beach area.

3. No diving or flipping from floating dock; only jumps are permitted.
 4. All rafts not equipped to be safely occupied by three (3) or more occupants must stay within one hundred (100) feet of shoreline. Rafts are not permitted in the designated swim areas.
-

Environmental Rules

1. No improvement shall be made on any lot without prior approval of the Environmental Control Committee. This shall include but not be limited to houses, garages, additions, porches, decks, sheds, docks, landscaping, signs, driveways, parking areas (paved or stone) and culvert piping.
2. Every improvement, once begun, shall be completed within six months.
3. All improvements must conform to the Pennsylvania State Building Code, the Hideout Building Code and the Declaration of Protective Covenants of the Hideout.
4. All contractors will be limited to any work relative to construction or repairs, Mondays through Fridays, between the hours of 7 a.m. to 5 p.m. and Saturdays 9 a.m. to 5 p.m., except in an emergency and with the permission of the Environmental Control Committee. No work without special permission of the Environmental Control Committee on Sundays or Holidays. **Any licensed vehicle with signage owned by a contractor doing work with a valid building permit at a lot shall remove such vehicle after the established working hours.**
5. Each lot, whether occupied or unoccupied, and all improvements shall at all times be maintained in good and clean condition; management shall take necessary corrective action and bill property owner if they fail to comply with this regulation.
6. No sign shall be erected on any residential lot without Environmental Control Committee approval.
7. No tree over three inches in diameter may be cut down without prior written consent of the Environmental Control Committee.
8. No pier, dock or other structure shall be built without prior written permission of the Environmental Control Committee, which permission shall be a revocable license. Failure of contractor to observe this rule may result in revocation of their privilege to work within The Hideout.
9. Each owner shall keep drainage ditches and swales located on his/her lot free and unobstructed and in good repair.

10. All color schemes on any new or refurbished improvement will require review and approval by the Environmental Control Committee. A natural color scheme will set the standard for color review.

11. There shall be no improvements or landscaping made on residential lots within road right-of-ways without prior written approval of the Environmental Control Committee. All property owners are reminded that they are bound by the Declaration of Protective Covenants of The Hideout, The By-Laws, The Rules and Regulations and The Building Code.

All Contractors are reminded that they are also bound by The Declaration of Protective Covenants of The Hideout, the By-Laws, the Rules and Regulations and the Building Code, and violation of said documents may result in revocation of their working privileges within the Community.

ELECTION RULES

Approved by the Board of Directors

April 29, 2000

Updated 5/10

RESOLVED: By definition the first responsibility of the Nominating Committee is to screen potential candidates. This means that it is their responsibility to ensure that people who are nominated wish to serve upon the Board of Directors if elected. By May 15 of each year, the Nominating Committee shall nominate for election at least two (2) more candidates than are necessary to fill the prospective vacancies on the Board of Directors, and shall notify each applicant of the Committee's decision immediately by regular mail. **The Nominating Committee may include the names of candidates nominated by petition to fill this quota.** This does not mean that the Nominating Committee has to approve all of the individuals that have expressed an interest in the position of Board of Director, although they may do so.

It would be a dereliction of responsibility for the Nominating Committee to merely rubber-stamp and approve all individuals who seek to become a member of the Board. The Nominating Committee must conduct a due diligence to determine whether the Nominating Committee as a whole feels that an individual is qualified.

Therefore it is established that all candidates for the Board of Directors be allowed to prepare a letter of 2500 words to be published in the July and August issues of the Hideabout and posted on the Hideout website commencing on or about June 15 of each year. In addition, each candidate may post a statement along with a picture on Channel 20 referring to our website for further statements from the candidate.

Prior to publishing and posting, the Nominating Committee shall have the authority to review each candidate's statement and challenge or question any statement that it believes to be inaccurate or untrue. The responsibility to prove the accuracy or truthfulness of each statement shall be the responsibility of the candidate.

Included in the candidate's affidavit shall be a statement that the candidate will abide by all rules established by the Nominating Committee.

The Candidate further agrees that violation of the above referenced rules will result in any or all following:

- Information about the violation of my affidavit and the guidelines will be published and otherwise disclosed to the membership by any means.
- Campaign posters and signs about my candidacy, or about the election for which I am responsible or could control, will be removed.
- The distribution within the Hideout of campaign literature about my candidacy, or about the election for which I am responsible or could control will be prohibited, and any such literature already distributed or deposited at any location will be collected or removed, with the exception of the Hideout Election Newsletter.
- The privilege of publication of my campaign statement will be prohibited in all Hideout Media.
- I may be subject to the Association's disciplinary process and a disciplinary sanction in accordance with Article 4 Section 10 of the Hideout POA Bylaws in the event a candidate refuses to sign or violates the agreement.
- The Nominating Committee shall publish a copy of the candidates' sworn affidavit in the election newsletter and shall further state which candidates have signed the affidavit and which candidates, if any, have refused to do so. In addition, the privilege to make reference to their candidacy on Channel 20, to publish their candidate statement in the The Hideabout or to post their statement on the Hideout web site will be prohibited.

Following the election, the Nominating Committee shall meet for the purpose of evaluating the election procedures, recommendations based on their findings, if any will be sent to the Board.

Candidate statements must be submitted to the Nominating Committee by a date and time set by the Committee. Candidate statements shall be opened only by the Chairperson of the Nominating Committee in the presence of other Committee members at a scheduled Committee meeting. Photocopies of the statements shall be

made by the Committee Chairperson and will be distributed to the Nominating Committee members only. If the statements are considered to be accurate by the Committee and follow election procedures, the statements shall be placed in an envelope and sealed. The Nominating Committee Chairperson will deliver the sealed envelope to be published.

HIDEOUT P.O.A. ELECTION/CAMPAIGN GUIDELINES

1. Candidates must meet all Bylaw requirements.
2. Personal attacks on other candidates will not be permitted.
3. **All statements submitted to the Nominating Committee must be true and factually correct in order to be published.**
4. No election advertisements will be permitted in the Hideabout.
5. Response to questions of a general nature on the Hideout official website shall be allowed.
6. Candidates will be allowed campaign **two (2)** posters no larger than 11" x 14". Bring your posters, if you desire to use them, to the P.O.A. office. Staff will hang them. No signs, posters, or campaign literature shall be posted or distributed in any other location within the Hideout. Candidates are responsible for the costs of their posters. Only one poster will be placed in each permitted location.
7. Ballot position will be determined by the order in which letters of intent were received at the P.O.A. office.
8. The Nominating Committee will conduct a "Meet the Candidates" forum. Each candidate will be given an equal opportunity to answer members' questions and express their views at that time. Campaign literature may be made available to the membership by the Candidates at this meeting. Literature and/or handouts may not be distributed at any other time or location. Literature and/or handouts will be submitted to the Nominating Committee for review.
9. In addition to answering the questions formulated by the Nominating Committee, each candidate will be permitted to have printed in the Election Newsletter biographical data to the membership. Answers to questions and biographical data combined must be limited to no more than 2500 words.
10. Candidates may select 2 Hideout owners to serve as Election Monitors to assist in the official count of ballots.

11. **Submissions to the Hideout TV Station should be directed to the Nominating Committee.**

12. If you are a successful candidate, you will be requested to sign documents that will require a thorough background check.

Revised 05/10

AFFIDAVIT

I _____, Owner of lot(s) _____ agree that in return for free publication of my election letter in the Hideabout Newspaper, I will abide by all rules established by the Nominating Committee. All information supplied to the

Nominating Committee and submitted for publication regarding my employment, experience, character and length of property ownership with The Hideout is true and correct to best of my information, knowledge, and belief.

I have not been convicted of a felony or other crime, which would in any way jeopardize the liquor licenses which have been issued to The Hideout POA by the Pennsylvania Liquor Control Board or which would prevent me from being listed as an officer or director on such licenses.

I agree that I will resign from any position of employment that I may hold with the Hideout POA prior to my serving as a director of the Hideout POA, I will seek no position of employment or accept any compensation from the Hideout POA during such time that I am serving as a member of its Board of Directors.

The Hideout Bylaws states in Article XVII Section 1 Personal Service Restrictions "The Association cannot hire the spouse, life partner or other members of the household of a Director or of any Candidate for Director as an employee of the Association, other than as a temporary seasonal Association employee". I understand and further agree that my family and I will be bound by the Bylaw should I be elected to the Board of Directors.

Signed _____

Date_____

Notary Public_____

(Revised: 5/10)

Hideout Bylaws

The Hideout POA Bylaws

Approved December 29, 1979 with revisions through April 2010

ARTICLE 1 Name and Address
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ARTICLE 1

Name and Address

Section 1. Name

The name of the corporation is "The Association of Property Owners of The Hideout, Inc." a Pennsylvania Non-Profit Corporation.

Section 2. Location of Offices

The location of the registered office of the Corporation is as stated in the Articles of Incorporation. The principal place of business is located at 640 The Hideout, Lake Ariel, Wayne County, Pennsylvania, 18436.

ARTICLE II

Definitions

The following terms as used in these Bylaws are defined as follows:

- a) "Association" means The Association of Property Owners of The Hideout, Inc., a Pennsylvania not-for-profit corporation.
- b) The "Board of Directors" or "Board" is the group of persons vested with the management of the business and affairs of the Association as is more fully set forth in these Bylaws, as amended December 29, 1979.
- c) "Bylaws" means the written

code or codes of rules for the regulation or management of the business and affairs of the Association as adopted from time to time, as amended December 29, 1979.

d) "Common Areas" means all property included, from time to time, within the definition of "Common Areas" set forth in the Declaration.

e) "Declaration" means the Declaration of Protective Covenants of the Developer dated as of May 11, 1970, as the same may be supplemented or amended from time to time.

f) "Policy" refers to the written regulations or course of conduct adopted and followed by the Board of Directors in the governing and operation of The Hideout.

g) "Developer" means Boise Cascade Recreation Communities and its successors and assigns.

h) "Development" means all of the real property known as The Hideout, a subdivision, situated in the Townships of Lake and Salem, Wayne County, Pennsylvania, as the same is referred to in the Declaration of Protective Covenants, which is duly recorded in the Recorder of Deeds Office in and for Wayne County, Pennsylvania.

i) "Lot" means any lot in the Development included from time to time within the definition of "Residential Lot" set forth in the Declaration.

j) "Owner" means:

i) Any natural person, firm, corporation, trust or other entity who holds fee title to a lot or an undivided interest in fee title to a lot.

ii) Any person who has contracted to purchase fee title to a lot or an undivided interest in fee title to a lot under written agreement, in which case the seller under said agreement shall cease to be the "Owner" while said agreement is in effect; or

iii) Any lessee of a lot under a recorded lease from the owner of fee title to said lot for a term of not less than fifty (50) years, in which case the lessor under said lease shall cease to be the "Owner" while said lease is in effect.

k) "Member" means those persons having membership rights in the Association in accordance with the provisions of these Bylaws.

l) "Tenant" means a person or persons entering into a lease of a private home of a member. One couple and dependents, OR not more than three unrelated adults, are considered "renters" for amenity use purposes. All others are considered "guests of renters."

m) "Single Family Dwelling" means a residential dwelling for one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not so related, together with his or her domestic servants, maintaining a common household in such dwelling.

n) "Guest" means all spouses, dependent children and legal dependents of Class B & C Associate Members; invitees of: (a) Members, (b) Class A Associate Members and (c) Tenants. The use of any particular genders herein shall be deemed to include all genders. As amended October 6, 1991.

o) "Member in Good Standing" means a member who has not defaulted on any financial obligations to the Association for all lots owned and has not breached any other obligations under the community legal documents. (Amended March 31, 2004)

ARTICLE III
Purposes
Section 1

This Corporation shall 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 Non-Profit Corporation Law of 1972 of the Commonwealth of Pennsylvania, or any successor legislation. The primary purposes of this Corporation are:

- a) To assist in the establishment and promotion of a planned unit residential development designed for healthful and harmonious living.
- b) To promote, assist, and encourage the collective interest of all members in the Development.
- c) To promote and assist in the establishment, care and maintenance of improvements to the common property and any facilities of any kind dedicated to the use and enjoyment of the Development which now exists or which may hereafter be installed or constructed.
- d) To regulate the use, maintenance, repair, restoration, replacement and modification of common property in the Development.
- e) To assist and cooperate with the members of all lots, improved and unimproved, for the purpose of promoting and maintaining the natural beauty of the physical environment in the Development so that the value of property will not be impaired or adversely affected by nuisances or other property conditions detrimental to the health and welfare of the members, and to take such action as may be desirable and necessary to prevent or abate such conditions as may be consistent with the Bylaws, the Declaration of Protective Covenants, and the applicable law.
- f) To aid and cooperate with members of the Association in the Development, in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, and restrictions as shall hereafter may be approved and adopted.
- g) To exercise any and all rights, privileges and authority that may be delegated to it from time to time by the members of the Association.
- h) In general to do everything necessary and proper for the accomplishment of the purposes hereinabove set forth.

ARTICLE IV
Association Membership
Section 1. Classes of Members

This Association will have two classes of members, which are designated as follows:

- a) Members
- b) Associate Members

Section 2. Members

- a) A person shall become a member with such rights and privileges as are set forth or referred to in the Charter, Bylaws and Declaration of Protective Covenant if:
 - i) He/she holds title in fee to a lot in his/her own name; OR

- ii) In the case of multiple owners of a lot, he/she is designated in writing to be the voting member by the other co-owner(s).
- b) There shall be one voting member for each lot regardless of the number of persons who may have an ownership interest in such lot. If more than one person shall have an ownership interest in any lot, then all such co-owners must designate in writing to the Association the member who is authorized on their behalf to cast the vote for that lot for all co-owners, and receive official publications and notices including all assessments and charges. In the event that all of the co-owners fail to designate in writing the member who is authorized on their behalf to cast the vote for all co-owners then and in such an event the Association shall be free to recognize the person whose name appears on the Association's membership list as the person authorized to cast the vote for all co-owners.

Section 3. Associate Members

The following shall be entitled to "Associate Membership" in the Association, by classes:

Class A. The spouse, dependent children and legal dependents of a member who are part of the same household as the voting member; OR

Class B. All non-voting co-owners of lots; OR

Class C. Persons who by virtue of contractual agreements with the Developer are entitled to membership in the Association; OR

Class D. Club Member - Non-dependent children and guests of members shall be considered Associate Members of the Association for the sole purpose of using and enjoying our licensed premises, The Clubhouse. (Amended June 1, 2003)

Associate members shall have no vote or right to notice of any regular or special meeting of members.

The privileges and duties of Class A, Class B and Class C Associate Member shall be established from time to time by the Board by resolution. The privileges and duties of Associate Members need not be the same of those of Members.

Section 4. Notice of Meeting of the Association

Written notice of the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) days nor more than forty (40) days before the date of the meeting, either personally or by mail, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Association, with postage prepaid, or such notice may be published in any newspaper or publication printed under the auspices of the Association and distributed generally among members of the Association. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

Section 5. Privileges of Membership

The privileges of membership shall include:

- a) The right of access to the lot or lots owned by the respective members over and across the roads owned or maintained by the Association

- b) The use of such facilities as the Association may establish for the health and safety of its members.
- c) The use of such facilities as the Association may establish for the convenience and recreation of its members.
- d) The right to petition and to vote with respect to all matters that may be referred to the vote of the members by law or by their Bylaws.
- e) The right to attend all open Board meetings, hearings and meetings of the membership.

Section 6. Associate Members Privileges

An Associate Member who complies with these Bylaws acquires the membership privileges referred to in Section 5 (a), (b) & (c). He shall not be entitled to notice of membership meetings, although he may attend such meetings. The Rules and Regulations of the Association shall specify from time to time the privileges of the Associate Members.

Section 7. Obligations of all Classes of Membership

The obligation of membership shall be:

- a) To comply at all times with The Rules and Regulations, policies, and Bylaws of the Association and to be responsible for like compliance by family members, guests, tenants and invitees.
- b) To pay all assessments, fines and other charges levied pursuant to the authority granted in these Bylaws including interest.
- c) To be responsible for all damages attributable to the member, his or her family, his or her guests, tenants and invitees.
- d) Associate Members obligations include all obligations of membership provided, however, that Class A Associate Members who are not co-owners have no obligation to pay dues.
- e) Permits - No permits shall be issued to any member that has failed to fully pay all outstanding dues, special assessments and/or fines assessed against them by the Hideout POA on any property owned by such member within the Hideout. Notwithstanding the foregoing, the Public Works Director shall be authorized to issue permits in such instances where the failure to do so shall constitute an imminent danger to the membership or to repair damage to the property for which the permit is being sought. (Amended March 31, 2004)

Section 8. Tenant Privileges

The Owner in good standing who leases his residential unit for occupancy shall be deemed to have assigned limited membership privileges to the tenant provided, however, that a copy of the lease or Association rental form shall be filed in the Office of the Secretary of the Association. By the mere acceptance of the lease and act of occupancy, the Tenant shall be deemed bound and shall abide by all guest, rental and other rules, regulations, Bylaws and policies of the Association relating hereto. Once membership rights are assigned by the owner, the owner shall not have privileges of use of the amenities or facilities. The privileges are reinstated upon expiration of the Lease. Neither the Lease nor the Association rental form shall

relieve or release the Owner from their obligations and responsibilities incident to their membership. If an owner rents to another member in good standing, then the owner need not assign their membership rights and privileges.

a) A tenant who complies with these Bylaws acquires the membership privileges referred to in Section 5 (a), (b) & (c) above.

Section 9. Suspension and Disciplinary Measures

The Board may suspend the voting privileges of any Member or Associate Member and their use of the Common Areas as follows:

a) The rights conferred by Section 5(b), (c), (d) and (e) may be suspended or revoked by the Board of Directors if the member is in default of his annual assessment, fines or charges, including interest, levied pursuant to these Bylaws or the Declaration of Protective Covenants.

b) The voting privileges and the use of Common Areas by Members or Associate Members may be suspended by the Board for:

i) The period of any continuing violation by such member or associate member of the provisions of the Declaration after the existence thereof shall have been declared by the Board; and

ii) A period to be determined by the Board, not to exceed twelve (12) months, for repeated violations of the Bylaws or the Rules and Regulations of the Association.

The rights granted in Section 5 (a) of these Bylaws shall be absolute and may not be withdrawn by the Association. (Amended March 31, 2004)

Section 10. Disciplinary Procedures

A Disciplinary Committee made up of not more than nine (9) members including at least one (1) Board member may be established by the Board of Directors to conduct hearings and make recommendations, advise on disciplinary matters and to administer sanctions or discipline. A majority of the Committee members shall constitute a quorum. The Committee shall operate and act as provided hereunder only by a majority vote of the members present at any hearing at which a quorum has been established.

The procedure to be followed by the said Committee is as follows:

a) If a complaint against any party shall be signed by a member, or the Chief of Security of The Hideout as a result of investigations made by the said Chief of Security, and filed with the Secretary or Assistant Secretary of the Association, the latter shall refer the matter to the Chairman of the Disciplinary Committee within five (5) days thereafter.

b) If the nature of the complaint or charges are, in the Committee's sole discretion, such that it may be informally administered through warnings or admonitions, then the Committee shall so informally administer such discipline without a hearing.

c) If the complaint involves:

i) Misconduct of a nature that requires a hearing of all involved parties.

ii) Such conduct that is contrary to the interest, health, safety, welfare or character of the Association or the Development, or

iii) Repeated violations or infractions of the Association's Bylaws, Rules and

Regulations, or the Declaration of Protective Covenants; then the Committee shall

set a date for a hearing on the complaint or charges, with notice of same to the accused. The accused shall have an opportunity to be heard, the right to be represented by counsel (if any) and to present evidence on the accused behalf at the hearing.

d) The accused shall have the opportunity to attend the hearing and enter such defense as he may deem relevant. In the event the accused does not attend the hearing, the same shall proceed in his absence unless previously excused by the Committee in advance for good cause shown.

e) After consideration of all the evidence presented, the Committee shall render its judgment and may impose any or all of the following sanctions as it, in its sole discretion, deems just and warranted:

i. Admit of an apology and/or reparation.

ii. Imposition of a fine in an amount to be determined depending on the severity and gravity of the charge and or whether the accused has been involved in repeated violations as here in referred to. (Amended March 31, 2004)

iii. Suspension of privileges for a period of time as the Committee may deem just, but not to exceed twelve (12) months, where the misconduct is of a repeated nature and is such as to be considered disorderly, injurious or hostile and against the better interest or objectives of the Association and its members. (Amended March 31, 2004)

f) There shall be a ten (10) day grace period, from the date of the Committee's Notice of Judgment, for the accused to pay the fine imposed (if any), or to make reparation or furnish an apology before such person may be declared "not in good standing" by the Committee.

g) When "suspension of privileges" is invoked by the Committee, the Board of Directors shall first approve such a suspension before it becomes effective. The Board may approve or disapprove the suspension of privileges or impose an alternative sanction or remand the matter back to the Committee with such directives as the Board may deem fit and proper.

h) The accused shall have the right, within ten (10) days of the receipt of notice of the decision of the Committee to appeal in writing to the Board for review of the matter on the following grounds only:

i) On the appeal, the Board shall limit its inquiry to a review of the regularity of the proceedings, whether the proceedings were conducted in good faith, and whether or not the accused was accorded a full and fair hearing.

ii) The Board will not entertain any appeal that does not specifically comply with its appellate procedures on forms provided for this purpose, or that involves or seeks reconsideration of the charges, the evidence or the Committee's decision or its findings on the merits. However, reconsideration may be allowed where the Board determines that new material evidence, which appellant proves to the Board's sole satisfaction, was not previously available for the hearing and has since been made available to the accused.

iii) In its sole and absolute discretion the Board may, for good cause shown for the above-stated reasons on such appeal, modify the judgment or sanctions previously rendered.

- i) The taking or acceptance of an appeal shall not operate to stay or suspend the effect of any sanctions or judgment imposed.
- j) Unless the Association is otherwise notified, all notices of the charges or complaint referred to in Section 10(c) and of the Committee's judgment referred to in Section 10(e) shall be transmitted personally or by certified U.S. mail, return receipt. All other correspondence shall be sent by ordinary U.S. mail.
- k) If the mail is returned unclaimed or with a notation by the postal authorities that the addressee used to accept the mail, then the Committee shall send notice to the same address by ordinary mail with the return address of the Committee appearing thereon. Notice by ordinary mail is then deemed complete if the mail is not returned to the Committee within fifteen (15) days after mailing.

ARTICLE V

Membership Fees & Assessments

Section 1. General Rule

The Association through its Board of Directors as hereafter set forth, may levy assessments, fines and other charges on members.

Section 2. Amount and Method of Collection

The amount of the levy and method of same shall be fixed by the Board subject, however, to and taking into consideration adoption of the budgets as hereinafter set forth. There shall be sent to each member at the address last given by such member to the Association, notice of any assessment which shall be paid on or before the date fixed by resolution of the Board. The Board may set a discount period for payment and an interest charge for late payment. The Board may proceed at law in the collection of any assessments, fines or other charges that are delinquent after ninety (90) days from their due date.

Section 3. Enforcement of Payment

The Board may bring such actions as it shall determine appropriate at law or in equity necessary to enforce the collection of delinquent assessments, fines, or other charges including, but not limited to, provisions for the suspension of membership and privileges and the imposition of a lien or liens upon a members property. In all such cases, however, reasonable notice shall be given to such members with respect to any such non-payment and there shall be given to such members an opportunity for reinstatement of membership privileges upon satisfactory proof that such delinquency has been corrected.

Section 4. Voluntary Conveyance

All voluntary transfer and conveyances of a property between parties shall be recorded with the Association Office and no transfers will be accepted unless all delinquent accounts, assessments and other charges are paid at or before the time of the transfer, subject to prior agreements by contract with others by the Association. The grantor and grantee of such property shall be jointly and severally liable for all unpaid assessments and other charges pertaining to said property up to the date of conveyance.

Section 5. Guest Fees

The Board may levy such guest fee as it may determine necessary from time to time.

Section 6. Personal Liability of Stockholders in Corporation

All lots purchased by a corporate entity must have a principal of the corporation holding more than 50% of the issued stock sign a personal guarantee of all POA debts. In the instance when no one party holds more than 50% of the issued stock then an aggregate of principals that own more than 50% of the issued stock must execute a personal guarantee of all POA debts. On January 30th of each year, every corporate owner of lots within the Hideout must file, under Oath with the POA, a current list of all stockholders, their number of issued shares and the total number of all issued shares of the corporation. (Amended March 31, 2004)

ARTICLE VI

Evidence of Membership and Transfer

Section 1. Membership Certificates

“Certificates of Membership” in the Association may be issued to Members and Associate Members. Such certificates shall be in such form as the Board shall, from time to time, designate and shall be issued over the signature of the President or other officers of the Association. Such certificate shall indicate whether or not the holder is a Member or an Associate Member and shall also indicate the lot, the ownership of which gives rise to membership. Such certificate shall also clearly state on its face that the Association is a not-for-profit corporation. Adequate records shall be maintained at the registered office of the Association showing the names of the Members and Associate Members of the Association, the type of membership and the date of membership.

Section 2. Transfer

When a member ceases to be an Owner, such person’s membership and those associate memberships existing through relationships to such person, shall cease, but such person shall remain liable for all Association assessments and other charges incurred prior to the giving of written notice to the Association that such person is no longer an owner.

ARTICLE VII

Meeting of Members

Section 1. Place of Meetings

Any meeting of the members of the Association shall be held in the State of Pennsylvania at such place therein as may be stated in the notice of such meeting.

Section 2. The Annual Meeting

The annual meeting of the Association shall be held on any Sunday in October of each year commencing with the year 1970.

Section 3. Special Meeting of the Association

Special meetings of the Association may be called by the President and the Board of Directors by resolution of the Board. A special meeting may also be called upon the written petition of 15% of the voting members of the Association in good standing. Such petition shall be presented to the Secretary and shall set forth the purpose of the special meeting. Upon receipt of the petition it shall be the duty of the Secretary to verify the signatures to the petition and if satisfied of the authenticity, he shall forthwith fix a weekend date of Saturday or Sunday. Date for such meeting and notify the membership of the time, place and purpose of the meeting within twenty (20) days of the receipt of the petition. The meeting shall be held no sooner than thirty (30) days and not more than sixty (60) days after receipt of the request. If the Secretary shall neglect or refuse to fix the time and place of the meeting, the persons calling the meeting may fix the time and place in compliance with this section.

(Amended March 31, 2004)

Section 4. Adjournments

Adjournments of any regular or special meeting may be taken, but any meeting at which Directors are to be elected shall be adjourned only from day to day, or for such longer period not exceeding fifteen (15) days each, as the members present entitled to cast at least a majority of the votes which all members present and voting are entitled to cast shall direct, until such directors have been elected.

Section 5. Quorum

A meeting of the members duly called shall not be organized for the transaction of business unless a quorum is present. The presence in person or by proxy of 10% of the members entitled to vote on the matter to be acted upon shall constitute a quorum. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as otherwise provided in this article, adjourn the meeting to such time and place as they may determine.

a) In the case of any meeting called for the election of directors, those who attended the second of such adjourned meetings, although less than a quorum is present, shall nevertheless constitute a quorum for the purpose of election of directors.

i) In case of any meeting called for any other purpose, those who attended the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of acting, upon any resolution or other matter set forth in the notice of the meeting if written notice of such second adjourned meeting, stating that those members who attend shall constitute a quorum for the purpose of acting upon such resolution or other matter, is given to each member of record entitled to vote at such adjourned meeting at least ten (10) days prior to the day named for the second adjourned meeting.

Section 6. Proxies

At any meeting of members, a member entitled to vote may do so by proxy executed in writing by the member or by his duly authorized attorney-in-fact and filed with

the Secretary of the Association. A proxy shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary but the revocation of a proxy shall not be effective until notice thereof has been given to the Secretary of the Corporation. A proxy shall not be revoked by the death or incapacity of the maker unless before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary of the Corporation. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force, which in no event shall exceed three (3) years from the date of its execution.

Section 7. Order of Business

All meetings of the membership shall be conducted according to Roberts Rules of Order unless a different procedure is called for in these Bylaws.

ARTICLE VIII

Association Records, Inspection

Section 1. Required Records

The Association shall keep an original or duplicate record of written minutes of the members and the directors and of any other body exercising powers or performing duties which under this Article may be exercised or performed by such other body, the original or a copy of its Bylaws, including all amendments thereto to date, certified by the Secretary of the Association, and an original or a duplicate membership register, giving the names of members, and showing their respective addresses and the class and other details of the membership of each. The Association shall also keep appropriate, complete and accurate books or records of account. The records provided for in this sub-section shall be kept at either the registered office of the Association in this Commonwealth or at its principle place of business wherever situated.

Section 2. Right of Inspection

Every member shall, upon written demand under oath stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose as prescribed by the Pennsylvania Statutes.

Section 3. Proceedings for the Enforcement of Inspection If the Association, or an officer or agent thereof, refuses to permit an inspection sought by a member or attorney or other agent acting for the member pursuant to Section 2 of this Article, or does not reply to the demands within five (5) business days after the demand has been made, the members may apply to the proper court for an order to compel such inspection. The court shall determine whether or not the person seeking inspection is entitled to the inspection sought. The court may summarily order the Association, officer, or agent thereof, to permit the member to inspect the membership register and the other books and records of the Association and to make copies or extracts therefrom; or the court may order the Association to furnish to a member a list of its members as of a specific date on conditions that the member first pay to the

Association the reasonable cost of obtaining and furnishing such list and on such other conditions as the court deems appropriate. Where the member seeks to inspect the books and records of the Association, other than its membership register or list of members, he shall first establish:

- a) That he has complied with the provisions of this Section respecting the form and manner of making demand for inspection of such document; and
- b) That the inspection he seeks is for a proper purpose. Where the member seeks to inspect the membership register or list of members of the Association and he has complied with the provisions of this Section respecting the form and manner of making demand for inspection of such documents, the burden of proof shall be upon the Association to establish that the inspection he seeks is for an improper purpose. The court may in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other or further relief as the court may deem just and proper. The court may order books, documents and records, pertinent extracts therefrom, or duly authenticated copies thereof, to be brought within this Commonwealth and kept in the Commonwealth upon such terms and conditions as the order may prescribe.

ARTICLE IX

Financial Management

Section 1. Accounting Period

The Association's fiscal management shall operate within the year. The calendar year herein established, however, shall be subject to change by a majority vote of the Board of Directors.

Section 2. Books and Accounts

Books and accounts of the Association shall be kept under the direction of the Treasurer subject to the member's right of inspection pursuant to Article VIII herein.

Section 3. Preliminary Budget

Each calendar year the Association's Community Manager shall prepare preliminary budgets, as designated below, for the next succeeding calendar year, to be presented to a Budget Committee for its review, modifications and recommendations on or by September 15th of each year;

- a) Annual Operating Expense Budget
- b) Annual Capital Expense Budget
- c) Annual Revenue Budget
- d) Annual Reserve Fund Budget

The Budget Committee shall consist of not less than five (5) and not more than nine (9) members appointed by the board plus any current Board Candidates who shall be appointed to serve on said Budget Committee by the Association's Board of Directors. The Budget Committee shall review each of the preliminary budgets as submitted and make such additions, deletions, modifications or corrections to them as it deems necessary and in the best interest of the Association, so that each of the

preliminary budgets shall be available for submission to the Board, as proposed by the Budget Committee with its recommendations, if any, on or by October 15 of each calendar year. The proposed budgets, after submission to the Board for review, modification and approval, and prior to being adopted and accepted as final budgets by the Board, shall be published for a period of not less than thirty (30) days prior to the first day of the next succeeding calendar year to allow the members of the Association an opportunity to review same and to comment thereon, either at hearings held thereon or through such other means as the Board may determine. (As amended October 1989) (Amended March 31, 2004)

Section 4. Publications of Proposed Budgets

Prior to the budgets being approved and acted upon by the Board, they shall be published by posting copies of the proposed budgets in five (5) previously announced conspicuous locations in the Development. In addition, the proposed budget shall be published in the Association newspaper or a copy thereof sent to each member of the Association entitled to vote.

Section 5. Adoption of Budgets

After the proposed budgets have been published for not less than thirty (30) days and prior to the first day of the calendar year to which the proposed budgets apply, the Board by majority vote, shall adopt the final budgets which shall be itemized with particularity and which may contain such changes, additions, deletions, or corrections as the Board deems appropriate and in the best interest of the Association. These adopted budgets shall then be effective for the calendar year to which they apply. After the proposed budgets have been adopted by the Board, the Board shall, taking into consideration other sources of income that the Association may have, levy the annual assessment for each lot for the following year in accordance with the terms and conditions of the Bylaws and Declaration.

Section 6. Variation From Budget

A. Budget Review. Upon adoption of the budget the Board shall be bound by the same. The Board may not, over the calendar year period vary from the budget by more than 15% without following the budget procedures specified in Sections 4 and 5. Variation is defined as a 15% or greater difference from plan for the capital expense budget and for the net combined operating expense budget and the revenue budget. It shall be the responsibility of the Treasurer in conjunction with the Community Manager of the Association's accounting personnel to make monthly reviews of actual budget performance and to prepare on a monthly basis an annual budget projection which will project total revenue and expenses for the calendar year based on the best existing assumptions existing at the time of the forecast. It shall be the responsibility of the Treasurer to meet with the Budget Committee on a quarterly basis to review actual and projected budget performance. As soon as practical, the Community Manager shall advise the Board and the Budget Committee if either the actual or the projected annual budget will vary greater than 15% over the calendar year. The Board of Directors shall make such changes as the Board

deems necessary to assure expenses do not exceed income for any given year.
(Amended April 3, 2010)

B. Prior Years Surplus/Deficit – The surplus or deficit (excluding depreciation) resulting each year from the budgeted operations, including Board directed funds, shall be identified. The Accounting firm producing the annual audited statements shall provide a separate schedule listing by department, all budgeted income and expenses versus actual income and expenses producing an annual surplus or deficit. This schedule shall be separate and included as part of the final audited financial report provided for membership distribution. Any surplus identified will be first used to fund an Operating Contingency Fund, the balance of such fund not to exceed \$200 thousand, which is to be used only for the purpose of reducing an identified deficit. Any surplus in excess of the amount needed to fund the Operating Contingency Fund, or any deficit in excess of the then existing balance in the Operating Contingency Fund, will become a line entry under the “Revenue Section” of the following years Proposed Budget. (Amended April 3, 2010)

Section 7. Auditing

At the close of each calendar year, the books and records of the Association shall be audited by a certified public accounting firm whose report shall be prepared and certified in accordance with generally accepted accounting principles. Based on such reports, the Association will print and mail a copy of same to each member entitled to vote herein or a copy of such report shall be published in the Association newspaper. In addition, the books and records herein may be inspected as prescribed in Article VIII.

Section 8. Maximum Annual Charge

Notwithstanding anything in these By Laws to the contrary, the maximum annual charge for each lot for each year shall be determined as follows:

- a) The maximum annual charge for the fiscal year 1991 shall be \$468.00.
- b) Each fiscal year commencing from any fiscal year after 1991, the maximum annual charge may be increased or decreased each year without a vote of the members by:
 - i) A majority vote of the Board, not in excess of ten percent (10%) above or below the maximum annual charge for the previous year.
 - c) The maximum annual charge may be increased or decreased above or below the maximum annual charge for the previous year of the amounts set forth in subparagraph.
 - i) above, upon written consent of a majority of the members by referendum or at a regular or special meeting of members as provided herein by majority vote of the members voting in person or by proxy and otherwise in the manner and in accordance with the quorum and other provisions of these Bylaws. (As amended by October 6, 1991)

Section 9. Capital Reserve Fund Assessment

- a) The annual charge levied by the Board for the Capital Reserve Fund shall not be used to meet anticipated operating expenses for the ensuing year, but will be transferred by the Board to the Capital Reserve Fund for major repair and capital replacement of the Common Area.
- b) Capital Reserve Fund amounts shall be in accordance with the annual updated schedule of reserves certified as part of the annual budget of the Association provided in this ARTICLE IX. The said Capital Reserve Fund amounts shall cover, without limitation, all real property and improvements thereon, furniture, fixtures, roads, vehicles and equipment owned by the Association. Said schedule shall include, without limitation, all fixed asset items of or over Five Hundred (\$500.00) Dollars in value or items of or over an aggregate value of Two Thousand Five Hundred (\$2500.00) Dollars.
- c) The Treasurer of the Association shall place all such Capital Reserve Fund amounts to capital and transfer all monies presently held in reserve to one or more interest bearing accounts, which accounts shall be accounted for separately.
- d) Withdrawals from the Capital Reserve Fund shall be authorized by an affirmative vote of the majority of the Board as part of the annual budget process or in a "declared emergency," which shall be defined in a policy statement of the Board before funds may be expended.
- e) Withdrawals from the Capital Reserve Fund shall be only for restoration, repair and replacement of existing capital improvements, not for new facilities or additions or improvements to existing facilities or property.
- f) Upon authorization of the Board, the Capital Reserve Fund may be used as collateral for loans or projects for the purposes set forth in Section 9.e) above, so long as the unencumbered portion remaining in the Capital Reserve Fund is sufficient to meet One Hundred Twenty (120%) Percent of the reserve requirements during the period of the loans or projects.
- g) So long as the portion remaining in the Capital Reserve Fund is sufficient to meet One Hundred Twenty (120%) Percent of the reserve requirements during the period of the loan, the Board may borrow against the Capital Reserve Fund for current operations, provided such loans are repaid to the Capital Reserve Fund within two (2) years with interest at the then current rate of interest in the interest bearing account set forth in Section 9.c) hereinabove.
- h) Authorized signatories for the Capital Reserve Fund shall be those designated by Resolution of the Board of Directors. (As amended March 18,1984) (Amended March 31, 2004)

Section 10. New Capital Reserve Fund

The Association shall maintain a "New Capital Reserve Fund." All revenues budgeted for "new capital reserves" annually by the Board of Directors shall be collected in this fund. All new capital expenditures shall be charged against this fund. The budget for new capital expenditures in any year must not exceed 80% of the total of the prior year's year-end balance and the new capital reserve fund balance. New capital reserve funds must be used to fund new capital assets or for additions to or improvements of existing capital assets of the Association. The

Association shall not incur new capital expenditures totaling more than 80% of new capital reserves without the majority approval of the Membership. (Amended March 31, 2004)

Section 11. Limited New Capital Expenditures

The Association shall not incur any new Capital expenditures totaling more than 80% of all capital reserves without the approval by majority vote (either at a membership meeting or by referendum without a meeting) of the members voting. All elements of an expenditure, in excess of this 80% figure, will count toward that dollar limitation, and may not be fragmented into separate projects for the purpose of avoiding the spending cap. These elements will include, but not be limited to, items such as planning costs, site surveys, architectural fees, taxes, material costs, delivery costs, labor costs, etc. After membership approval of new capital expenditure project, if additional, reasonable capital expenses are still needed to complete the project, the Board may approve those funds without another membership vote. After a project has been approved by the membership, the Board will decide on the most prudent method of financing the project (i.e., dues increase, loan, special assessment, etc.). After the membership approves a project, the board may exercise its exclusive right to begin, postpone or cancel the project without seeking further membership approval. (As amended Dec. 1999)
(Amended March 31, 2004)

ARTICLE X

Board of Directors

Section 1. Number and Qualifications

The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons, all of whom must be members in good standing of the Association.

Section 2. Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the members. In addition thereto, the Board shall have the following powers:

- a) The power to adopt a corporate seal as the Seal of the Association.
- b) The power to designate a banking institution as depository for the Association's funds; and the officer or officers authorized to make withdrawals there from and to execute obligations on behalf of the Association.
- c) The power to borrow money for the Association.
- d) The power to assign, mortgage, pledge or encumber any Association property for such borrowings.
- e) The power to employ a sufficient number of persons to adequately maintain Association property. The salaries of such persons shall be within budgetary limits set in Article IX.

Section 3. Other Duties

In addition to duties imposed by these Bylaws or by resolution of the Association, the Board of Directors shall have, without limitations, the following additional powers:

- a) Care, upkeep and surveillance of the Development and the Common Areas and facilities.
- b) Collection of special assessments and/or other charges from the members.
- c) Designation and dismissal of the personnel necessary for the accomplishment of purposes of the Association.
- d) Promulgation of such rules and regulations necessary for the effective administration of Article IX of these Bylaws.
- e) The power to adopt reasonable rules and regulations as it may deem advisable for the use, operation, maintenance, conservation and beautification of the "Common Areas" and for the health, comfort, safety and general welfare of the members and associate members.

Section 4. Term of Office

The term of office of Directors shall be fixed at three (3) years with staggered terms. Beginning in October 1978, two (2) directors appointed serve a two (2) year term expiring October, 1980. Three (3) existing directors will complete their term in 1979 and two (2) directors elected in 1978 will serve full three (3) year terms until October 1981; and thereafter the term of such directors shall be three (3) years as set forth in Article X, Section 5, and commence at the close of the annual meeting at which they are elected.

Section 5. Election of Directors

- a) Election of Directors shall be by written ballot as hereinafter provided. In all elections of directors, each member entitled to vote shall be entitled to as many votes as shall equal the number of votes which he is entitled to cast on any matter other than election of directors multiplied by the number of directors to be elected and he may distribute such votes among the number of directors to be voted for, but he may not cast more than one (1) vote for a single director. A member is not required to cast all of the votes allocated to him for his ballot to be valid. The person or persons receiving the largest number of votes shall be elected to the vacant position or positions. (As amended December 1996)
- b) The Nominating Committee shall consist of five (5) members; two (2) members in good standing elected by the membership at the Annual Meeting, two (2) chosen from the membership of the Board of Directors and one (1) member in good standing appointed from the membership by the President of the Association and this member shall not be a current member of the Board of Directors. The Board of Directors and the President shall make their appointments within sixty (60) days of the Annual Meeting. The Nominating Committee shall select its Chairman.
- c) Candidates for election to the Board of Directors shall be nominated:
 - i) By the Nominating Committee and/or (Amended March 31, 2004)
 - ii) By petition signed by fifty (50) voting members and delivered to the Secretary of the Association between the first and fifteenth of July each year.

d) Commencing with year 1981 between the first and fifteenth day of July of each year, the Nominating Committee shall nominate for election at least two (2) more candidates than are necessary to fill the prospective vacancies on the Board of Directors. The Nominating Committee may include the names of candidates nominated by petition to fill this quota if they choose to give them their endorsement.

e) The qualifications of the candidates nominated by the Nominating Committee and those nominated by petition shall be printed and distributed at the same time or prior to distribution of election ballots.

f) By April 15 of each year, any member in good standing seeking a nomination by the Nominating Committee shall file with the Secretary of the Association a personal statement of candidacy for election as a Director for the term beginning after the first annual meeting held after the filing of such statement, together with a brief biographical statement.

By May 15 of each year any member in good standing who desires to seek election to the Board of Directors may submit to the Nominating Committee a campaign letter that they wish to have published in the July and August issue of the P.O.A. newsletter (The Hideabout). (Amended April 3, 2010)

By May 15 of each year, the Nominating Committee shall nominate for election at least two (2) more candidates than are necessary to fill the prospective vacancies on the Board of Directors, and shall notify each applicant of the Committee's decision immediately by regular mail. The Nominating Committee may include the names of candidates nominated by petition to fill this quota if they choose to give them their endorsement.

g) All votes in board elections shall be cast on written ballot, which shall:

i. Describe the vacancy to be filled, and

ii. Set forth the names of those persons who have become candidates for the office of director in the order in which they filed their statements of candidacy with the Secretary of the Association. The ballots shall be prepared and mailed by the Secretary to each member entitled to vote, simultaneously with the mailing of the notice of the Annual Meeting of the Association. The mailing of the ballots and Annual Meeting notice shall occur not less than 31 days prior to the Annual Meeting. Any member in good standing may file with the Secretary of the Association an endorsement of personal candidacy signed by not less than fifty (50) voting members (one per lot) in good standing. All endorsements or petitions must be filed with the Secretary no later than July 15 of the year immediately preceding the next Annual Meeting of the membership. The Secretary of the Association shall certify to the validity of all signatures. Should any candidate's petition be found to have an insufficient number of valid signatures, then that candidate shall not be placed on the ballot. All candidates by petition shall be given the opportunity to sign the affidavit and shall be accorded the same privileges as those candidates nominated by the Nominating Committee. (Amended March 31, 2004)

(h) Each member entitled to vote shall receive one (1) ballot for each lot for which he is a voting member.

i) The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed marked "Ballot," but not marked in any other way. Each such "Ballot"

envelope shall contain only one (1) ballot, and each voting member shall be advised that because of the verification procedure hereinafter set forth, the inclusion of more than one (1) ballot in any one (1) "Ballot" envelope shall disqualify the return. Such "Ballot" envelope shall be placed in another sealed envelope which shall bear on its face the name and signature of the member, his lot number, and such other information as the Board may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary of the Association at such address as the Board may from time to time determine no later than ten (10) days prior to the annual meeting.

j) Upon receipt of each return the Secretary shall immediately place it in a safe or locked place until the day fixed by the Board for the counting of such ballots. On that day, the external envelope containing "Ballot" envelopes shall be turned over, unopened, to the Election Committee consisting of the Secretary and the then existing Board. A representative of each candidate for the office of director may also be present and if present serve on the committee. The Election Committee shall then adopt a procedure which shall establish:

i) That the signature of the member on the outside is genuine; and

ii) That such member is a member in good standing.

Such procedure shall be taken in such manner that the vote of any member shall not be disclosed to anyone, including the Election Committee. The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes.

If any "Ballot" envelope is found to contain more than one (1) ballot, all ballots contained in such envelope shall be disqualified. The Election Committee shall certify the results of the count at the Annual Meeting and the terms of office of the directors so elected shall commence immediately following such Annual Meeting.

k) All outside envelopes, ballots and statements of candidacy shall be retained by the Secretary for a period of one (1) year.

l) All ballots shall be subject to audit by a certified public accounting firm and the results of all ballot counts shall be published in the Association newspaper.

Section. 6. Vacancies

Vacancies in the Board of Directors caused by any reason shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director and serve to complete the term of that director whose vacancy is being filled. The Board of Directors may request recommendations from the Nominating Committee to fill such vacancies.

Section 7. Removal of Directors

a) By the Membership. Upon the written petition of 15% of the voting members of the Association in good standing filed no later than sixty (60) days before any annual or special meeting duly called, any one (1) or more of the directors may be proposed to be removed for cause (including without limitation, for fraudulent or dishonest acts) by the vote of members entitled to cast at least a majority of votes which all members present would be entitled to cast at any annual election of the directors and a successor may then and there be elected to fill the vacancy thus

created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

b) By the Board of Directors.

The Board of Directors may declare vacant the office of a director if he is declared of unsound mind by an order of court or is convicted of a felony, or fails to attend three (3) consecutive regular, special or workshop meetings of the Board as provided herein below.

i) Upon the second consecutive failure of any Board member to attend a regular, special or workshop meeting of the Board, the Board shall send to said Board member a warning letter that ARTICLE X, Section 7.b) ii) and iii) of these By Laws shall be upon the third consecutive failure to attend.

ii) Upon the third consecutive failure of any Board member to attend regular, special or workshop meetings of the Board, the Board shall give written Notice to said Board member of a hearing and shall hold a hearing to determine whether there are reasonable excuses for the three (3) absences.

iii) If the Board of Directors finds no reasonable excuses for the three (3) consecutive absences, then the Board by vote of the majority of the remaining directors may declare vacant the office of the director and shall fill said vacancy in accordance with Article X, Section 6 of these Bylaws.

Section 8. Removal of Directors by Court

The proper court, in jurisdiction may upon petition of any member or director, remove from office any director in case of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the Association, or for any other proper cause, and may bar from office any director so removed for a period prescribed by court. The Association shall be made a party to such action.

Section 9. Organization Meeting

The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a quorum of the Board shall be present. The intent is to allow newly elected members to participate in any Board meeting called immediately after election. At this meeting the Board shall elect, by majority vote of all directors then in office, not just those present, the Chairman and such corporate officers as provided in Article XI, Section 1 of the Bylaws. (As amended December 1999)

Section 10. Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or by telegraph, at least three (3) days prior to the day named for such meeting. There shall be kept minutes of all meetings conducted by the Board,

together with the record of voting at such meetings. These minutes shall be subject to inspection by any member of the Association in manner prescribed in Article VIII.

Section 11. Special Meetings

Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) directors.

Section 12. Waiver of Notice

Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors, shall be a waiver of notice by, 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.

Section 13. Quorum

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

Section 14. Executive and other Committees of the Board

a) Establishment and Powers – Unless otherwise restricted in the Bylaws:

The Board of Directors may, by resolution adopted by a majority of the directors in office, establish one (1) or more committees to consist of one (1) or more directors of the corporation, any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all of the powers and the authority of the Board of Directors, except that no such committee shall have any power or authority as to the following:

- i) The submission to members of any action requiring approval of members under these Bylaws.
- ii) The filling of vacancies in the Board of Directors.
- iii) The adoption, amendment or repeal of the By Laws.
- iv) The amendment or repeal of any resolution of the Board.
- v) Action on matters committed by the Bylaws or resolution of the Boards of Directors to another committee of the Board.

The Board may designate one (1) or more directors as alternate members of any committee who may replace an absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any such absent or disqualified member.

b) Term - Each committee of the Board shall serve at the pleasure of the Board.

c) Effect on Responsibility of Board - The establishment of any committee of the Board of Directors and the delegation thereto of power and authority shall not alone relieve any director of his duty to the Association under Section 14 of this Article.

Section 15. Interested Directors

a) General Rule - No contract or transaction between the Association and one (1) or more of its members, Directors or officers or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely because the member, director or officer is present at or participates in the meeting of the directors which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

1) The material facts as to his relationship interest and as to the contract or transaction are disclosed or are known to the Board and are in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors even though they are less than a quorum.

2) The material facts as to his relationship or interest and as to the contract or transaction are disclosed and are known to the members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of such members; or

3) The contract or transaction is fair as to the Association as of the time it is authorized, approved or ratified by the Board of Directors or the members.

b) Quorum - Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes a contract or transaction specified in subsection a) of this Section.

Section 16. Fidelity Bonds

The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 17. Directors Fiduciary Relationship to Association

Directors shall be deemed to stand in fiduciary relation to the Association, and shall discharge the duties of their respective positions in good faith and with that diligence, care and skill which ordinarily prudent men would exercise under similar circumstances.

Section 18. Participation in Meeting by Conference Telephone

One (1) or more Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 19. Compensation

The Directors shall not receive compensation for their official services for the Association; however, reimbursement for reasonable expenses incurred for their official duties may be allowed with the approval of the Controller and the Treasurer. The Directors shall not be employees of the Association. (As amended December 1999)

Section 20 - Openness of Board Meetings

All Board Meetings will be open to all members in good standing, except those meetings, or portions thereof, involving any of the following Association matter of business:

- a) To discuss the reputation, character, physical condition, mental health, or professional competence of any individual.
- b) To consider and discuss the discipline of, removal of, or hear complaints or charges brought against Association employees, staff or members.
- c) To discuss labor, employment, personnel, and litigation and legal matters, and legal advice and attorney-client communications.
- d) To discuss deployment of security personnel or devices.
- e) To negotiate, discuss, or consider any contracts, bids or proposals if a public discussion is determined by the Board, in its discretion, to have a detrimental effect on the negotiation power of the Association. (As amended December 1999)

ARTICLE XI

THE OFFICERS

Section 1. Officers

The officers of the Association shall be Chairman of the Board, President, and one (1) or more Vice Presidents, Secretary, Treasurer and such other officers and assistant officers, as the Board may, from time to time, elect. All Officers, except for the Secretary of the Corporation and the Assistant Secretaries, must be members in good standing of the Association. Except for the positions of Secretary and Assistant Secretaries of the Corporation, no Officer may be an employee of the Association. Association Officers who are also employees may receive compensation for their employment, but not for their duties and services as Officers. No Officer may hold more than one office, except in a situation whereby no other Directors were willing to serve in the vacant office. In any event, the President and the Secretary may not hold any other office. Selection of Association Officers shall be by majority vote of the Directors then in office. (As amended December 1999) (Amended March 31, 2004)

Section 2. Chairman

The Chairman shall preside over all special and regular meetings of the Board as well as meetings of membership. The Chairman shall act in the absence of the President, or in the event of his inability or refusal to act.

Section 3. President

The President shall be the General Managerial officer of the Association, and shall be vested with the powers and duties generally incident to the office of President of a non-profit corporation, or as may be otherwise set forth in these Bylaws. The President must be a Director. (As amended December 1999)

Section 4. Vice President

In the absence of the President or the Chairmen, or in the event of their inability or refusal to act, the Vice President designated by the Board of Directors is empowered to act and shall thereupon be vested with the powers and duties of the President.

Section 5. Secretary

The Secretary of the Association shall keep the minutes of the business and other matters transacted at the meeting of the members and of the Board. He shall mail or cause to be mailed, all notices required in the Bylaws. He shall have the custody of the corporate seal and records and maintain a list of the members and their addresses and perform all other duties incident to the office of Secretary.

Section 6. Treasurer

The Treasurer shall have custody of the funds of the Association, collect monies due, pay the obligations of the Association out of its funds, and perform such other duties as are incident to the office of Treasurer. The Board shall require that the Treasurer be bonded for such amount and under such conditions as the Board shall require.

Section 7. Removal of Officers

Any officer may be removed when, in the judgment of the majority of the Board, the best interest of the Association will be served by such removal. The officer will be notified of his removal by Certified Mail.

Section 8. Officers Fiduciary Relation to Association

Officers shall be deemed to stand in a fiduciary relation to the Association, and shall discharge the duties of their respective position in good faith and with that diligence, care and skill which ordinary prudent men would exercise under similar circumstances.

ARTICLE XII

Rules and Regulations

The Board of Directors shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by a majority vote of the Board of Directors.

ARTICLE XIII

Saving Clause

These Bylaws shall replace any and all previous existing Bylaws of the Association of Property Owners of the Hideout, Inc., and shall not impair or affect any act done, offense committed, or substantial right accruing, accrued, or acquired, or liability, duty, obligation, penalty, judgment or punishment incurred prior to the time these Bylaws or any subsequent Bylaws or amendment thereto takes effect, but the same may be enjoyed, asserted, enforced, or prosecuted as fully and to the same extent as if these Bylaws or any amendments thereto had not been enacted.

ARTICLE XIV

Amendments

These Bylaws may only be amended upon the written consent of a majority of the members by referendum, or at a regular or special meeting of the members by majority vote of the members present and voting in person or by proxy and otherwise in the manner and in accordance with the quorum and other provisions of these Bylaws.

ARTICLE XV

Amendment 1

MEMBERSHIP IN COOPERATIVE.

The Association of Property Owners of the Hideout, Inc. (the "Association"), and all other owners of property at The Hideout development as defined in Article II, Subsection (j) of these Bylaws, shall automatically become members of ROAMINGWOOD SEWER & WATER ASSOCIATION, a non-profit co-operative corporation organized by the Association, pursuant to a Plan of Division of The Association, for the purpose of owning and operating the sewer and water systems at The Hideout development as defined in these Bylaws and Declaration of Protective Covenants.

ARTICLE XVI

Indemnification

Section 1.

Personal Liability of Directors - A Director of the Association shall not be personally liable, as such, for monetary damages for any action taken, or failure to take any action, unless:

- i) The Director has breached or failed to perform the duties of his or her office under Title 42 PA Consolidated Statutes 8363 (relating to Standard of Care and Justifiable Reliance), and
- ii) The breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness. The provision of this Section shall not apply to the responsibility or liability of a Director, pursuant to any criminal statute, or the liability of a Director for the payment of taxes pursuant to local, state, or federal law. Any repeal or modification of this Section by the Board of Directors of the Association shall be prospective only, and shall not affect, to the detriment of any Trustee, any limitation on the personal liability of a Trustee of the Association, existing at the time such repeal or modification.

Section 2.

Indemnification of Directors and Officers - The Association shall indemnify any Director or Officer of the Association who was, or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other proceeding, if such person is:

- i) A Director or Officer of the Association, OR
- ii) Was serving in the capacity of Director or Officer at the request of the Association. Such indemnification shall be against all expenses (including attorney's fees), monetary penalties and damages (including settlements arising from such action), unless:
 - a) The behavior which gave rise to such action is deemed by the Board to constitute self-dealing, willful misconduct, or recklessness, OR
 - h) Applicable laws expressly prohibit such indemnification.

Section 3. Indemnification of Committee Members

The Association shall indemnify any member of a Board-Sanctioned committee who was, or is, a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other proceeding arising from their membership on the committee. This indemnification shall include all expenses (including attorney's fees), monetary penalties and damages (including settlements arising from such action), unless:

- a) The behavior which gave rise to such action is deemed by the Board to constitute self-dealing, willful misconduct, or recklessness, OR
- b) Applicable laws expressly prohibit such indemnification. (Amended March 31, 2004)

Section 4. Payment of Indemnification

A Director, Officer or Board-Sanctioned Committee Member entitled to indemnification under these Sections of the Bylaws shall submit to the Secretary of the Corporation a written request for such indemnification within thirty (30) days of receiving notice of legal action being brought against him. A Director, Officer or Board-Sanctioned Committee Member whom the Board deems to be entitled to indemnification under these Sections shall be indemnified within thirty (30) days of the Board's receipt of his or her written request. (Amended March 31, 2004)

Section 5. Proceedings Initiated by Indemnified Individuals

Unless specifically authorized by the Resolution of the Board of Directors of the Association and directed to do so, a Director or Officer who initiates legal action shall not be indemnified by the Association.

Section 6. Insurance

The Board of Directors shall have the power to purchase, satisfy and maintain, at the Association's expense, insurance on behalf of the Association, and on behalf of others, to the extent that power to do so has been, or may be granted, by the statute to insure the obligations provided herein or otherwise.

Section 7. Indemnification Not Exclusive

The foregoing indemnification shall not be deemed exclusive of any other right to which one indemnified may be entitled, both as to action in one's official capacity and as to action in another capacity while holding such office, and shall insure to the benefit of the heirs, executors and administrators of any such person.

ARTICLE XVII

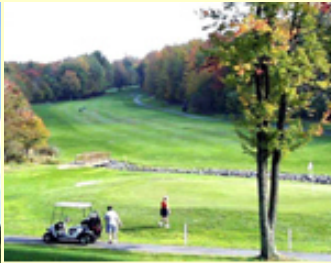
MISCELLANEOUS

Section 1. Personal Service Restrictions

The Association cannot hire the spouse, life partner or other members of the household of a Director or of any Candidate for Director as an employee of the Association, other than as a temporary seasonal Association employee. (Amended as of March 31, 2004)

2005 Budget

2005 Budget



The Hideout

2002 Community Association of the Year

2004 Firewise Silver Medal Award Winner

Protective Covenants

Declaration Of Protective Covenants
For The Hideout

Covenants

This declaration is made as of May 11, 1970
by Boise Cascade Recreation Communities ("Declarant").

Recitals

Declarant owns all of the real property known as The Hideout, a subdivision situated in the Townships of Lake and Salem, Wayne County, Pennsylvania, according to the plats thereof recorded April 9, 1970 and May 11, 1970 in the Office of the Recorder of Deeds of Wayne County, Pennsylvania in Plat Book 5, pages 26 through 68 (the "Development").

Declarant is about to sell and convey the lots and parcels situated within the Development and desires to impose upon them mutual and beneficial restrictions, covenants, conditions, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the lots in the Development.

NOW THEREFORE, Declarant declares that all of the lots and parcels located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following declarations, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and each of said lots and parcels situated therein. All of the provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels therein and to create reciprocal rights between the respective owners of all of said

lots and parcels. All of such provisions shall, as to the owner of each such lot or parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other lots and parcels in the Development and their respective owners.

1. Definitions. The following terms as used in this Declaration are defined as follows:

A. "Association" means The Association of Property Owners of The Hideout, Inc., a Pennsylvania not-for-profit corporation.

B. "Board" means the Board of Directors of the Association.

C. "By-Laws" means the By-Laws of the Association.

D. "Committee" means the Environmental Control Committee.

E. "Common Areas" means:

i. all streets, lakes, parks, recreational and community facilities and all other areas in the Development not subdivided into Lots, except the areas designated as Tracts 1, 4, 5, 8, 13, 22, 22A, 25, 26, 26A and 33 on the Plat and all water and sewer lines, mains and equipment at any time installed in any street in the Development;

ii. all real property which may be designated by Declarant as Common Areas in any map or instrument (including any instrument of conveyance from Declarant to the Association) hereafter recorded; and

iii. all real property acquired by the Association, whether acquired from Declarant or otherwise.

F. "Declarant" means Boise Cascade Recreation Communities, or its successors.

G. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.

H. "Improvements" means all buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls and other walls, docks, piers, hedges, poles, and any other structures of any type or kind.

I. "Lot" means any numbered lot shown on the Plat. "Residential Lot" means any Lot except a Utility Lot. "Utility Lot" means a Lot designated as Nos. 16, 17, 18, 107, 108, 575, 576, 811, 839, 840, 1155, 1156, 1157, 1320, 1321, 1551, 1723, 2028, 2052, 2053, 2309, 2310 or 2311 on the Plat so long as the Owner of such Lot is Declarant or a utility company serving the Development.

J. "Owner" means:

i. Any person, including Declarant, who holds fee title to a Lot or an undivided interest in fee title to a Lot; or

ii. Any person who has contracted to purchase fee title to a Lot or an undivided interest in fee title to a Lot, under a written agreement, in which case the seller under said agreement shall cease to be the "Owner" while said agreement is in effect; or

iii. Any lessee of a Lot under a recorded lease from the owner of fee title to said Lot for a term of not less than 50 years, in which case the lessor under said lease shall cease to be the "Owner" while said lease is in effect.

K. "Plat" means the maps of Sections 1 through 22 of the Development recorded April 9, 1970 and May

11, 1970 in the Office of the Recorder of Deeds of Wayne County, Pennsylvania in Plat Book 5, pages 26 through 68, and such revisions thereof as made from time to time to be filed in said office by Declarant as amended.

L. "Single-family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than 3 persons not so related, together with his or her domestic servants, maintaining a common household in such dwelling.

2. General Application - Lots.

A. Accessory Outbuildings. No garage or shed shall be built on any Residential Lot before a dwelling is built on that Lot. No garage, shed, temporary building, or partially completed building shall be used for human habitation.

B. Fences. All property lines shall be kept free and open, and no fences, hedges or walls shall be constructed except as permitted by the Committee.

C. Completion of Construction. Every improvement, once begun, shall be completed within 6 months. Improvements not completed within 6 months, improvements on which construction has been interrupted for 90 days, and improvements partially or totally destroyed and not rebuilt within 6 months shall be deemed a nuisance. Declarant may remove any such nuisance or repair or complete the same, at the cost of the Owner.

D. Prohibition Against Used Buildings. No used buildings shall be placed on any Lot.

E. Maintenance of Lots. Each Lot, whether occupied or unoccupied, and all improvements shall at all times be maintained in good and clean condition; grass shall be mowed; rubbish and debris removed; and weeds controlled. If any Lot or any improvement thereon is not so maintained, Declarant may maintain, restore or repair, the cost of which shall be added to and become a part of the annual charge to which such Lot is subject. Neither Declarant nor any of its agents or employees or contractors shall be liable for any damage which may result from any maintenance, restoration or repair work performed hereunder.

F. Sewage Disposal. The central sewage disposal system constructed or to be constructed by Declarant, as said system may at any time be improved or otherwise altered, shall be the sole sewage disposal system for the Development. No Owner shall install or use any alternative system or method of sewage disposal. All plumbing fixtures, washers, toilets and similar equipment on any Residential Lot shall be connected to the central system through the sewer main now or hereafter installed in the street abutting said Lot. No outside toilet shall be constructed on any Lot.

G. Water System. The central water system constructed or to be constructed by Declarant, as said system may at any time be improved, or otherwise altered, shall be the sole water system for the Development. No owner shall install or use any alternative system or method of water supply.

H. Sewer Charges. Each Owner shall pay to the public utility which shall own and operate the sewage facilities:

i. A minimum monthly availability charge, initially at the rate of \$4.50 per month per unimproved Lot, or at such other rate as shall be established from time to time in accordance with the Public Utility Law of the Commonwealth of Pennsylvania or any succeeding regulatory statute, commencing upon the availability for use of a sewer main in front of, or adjacent to, such Lot, and continuing thereafter so long as a sewer main is available for use, irrespective of whether use is made thereof in connection with such unimproved Lot.

ii. A charge, initially at the rate of \$6.50 per month for each Lot upon which a structure has been erected

which contains a wash stand, a flush toilet, a bath tub or shower or a kitchen faucet, or at such other rate as shall be established from time to time in accordance with the Public Utility Law of the Commonwealth of Pennsylvania or any succeeding regulatory statute.

I. Water Charges. Each Owner shall pay to the public utility which shall own and operate the water works facility:

i. A minimum monthly availability charge, initially at the rate of \$4.50 per month per unimproved Lot, or at such other rate as shall be established from time to time in accordance with the Public Utility Law of the Commonwealth of Pennsylvania or any succeeding regulatory statute, commencing upon the availability for use of a water main in front of, or adjacent to such Lot, and continuing thereafter so long as a water main is available for use, irrespective of whether use is made thereof in connection with such unimproved Lot.

ii. A charge, initially at the rate of \$6.50 per month for each Lot upon which a structure has been erected which contains a wash stand, a flush toilet, a bath tub or shower or a kitchen faucet, or at such other rate as shall be established from time to time in accordance with the Public Utility Law of the Commonwealth of Pennsylvania or any succeeding regulatory statute.

J. Nuisances. No noxious or offensive activities or nuisances shall be suffered on any Lot.

K. Signs. Except as permitted by the Committee, no person, except Declarant, shall erect or maintain upon any Lot or Improvement any sign or advertisement.

L. Animals. No animals shall be kept on any Lot except the usual household pets. Household pets shall be kept reasonably confined so as not to become a nuisance.

M. Vehicle Parking. No vehicle shall be parked on any street in the Development.

N. Garbage and Refuse Disposal. No Owner shall burn or permit the burning out-of-doors of garbage, trash or other household refuse.

O. Concealment of Fuel Storage Tanks and Trash Receptacles. Every fuel storage tank on any Lot shall be either buried below ground or screened to the satisfaction of the Committee. Every receptacle for rubbish shall be underground or shall be so placed and kept as not to be visible from any street or lake within the Development.

P. Restriction on Construction of Model Homes. No building that is to be used as a model home or exhibit house shall be built without the prior written permission of the Committee.

Q. Restrictions on Temporary Structures. No travel trailer or tent shall be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot. No mobile home shall be placed or erected on any Lot except as permitted by the Committee, provided, however, that prior to the conveyance of all the Common Areas to the Association, the Committee shall not permit any mobile home to be placed or erected on any Lot.

R. Removal of Trees. No tree over 3 inches in diameter may be cut down without the prior written consent of the Committee.

S. Limited Access. There shall be no access to any Lot on the perimeter of the Development except from designated roads within the Development.

T. Docks, Piers, Etc. No pier, dock or other structure shall extend more than 15 feet into any lake. No pier, dock or other structure shall be built without the prior written permission of the Committee, which permission shall be a revocable license.

U. Ditches and Swales. Each Owner shall keep drainage ditches and swales located on his Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot as may be reasonably required by the Committee.

V. Re-subdivision. No Lot shall be subdivided.

W. Drilling and Mining. No drilling, refining, quarrying or mining operation of any kind shall be permitted on any Residential Lot.

3. General Application - Common Areas

A. Ownership. All Common Areas are private property and shall remain private property. Declarant's execution and recording of the Plat shall not be construed as a dedication to the public of any of the Common Areas. A license upon such terms and conditions as Declarant shall from time to time specify for the use or enjoyment of each of the Common Areas is granted to the persons who are from time to time members or associate members of the Association.

Declarant shall convey the Common Areas to the Association not later than December 31, 1976, and Declarant shall have the right to convey all or any part of the Common Areas to the Association at any time prior to said date. On the date of said conveyance, the Common Areas, or the part thereof conveyed, shall be subject to liens for taxes not then delinquent, such easements and rights-of-way as then appear of record and such other matters of record as Declarant may at the time of such conveyance deem appropriate and proper. Said conveyance shall be made by deed which shall be deemed delivered for all purposes upon Declarant's recording thereof in the Office of the Recorder of Deeds of Wayne County, Pennsylvania. Upon conveyance of all the Common Areas to the Association, all rights, powers, privileges and immunities of Declarant, as such, shall vest in the Association.

B. Maintenance. So long as Declarant owns any Common Area, Declarant shall maintain and repair that Common Area. After conveyance to the Association of any Common Area, the Association shall maintain and repair that Common Area.

C. Subsequent Dedication. At any time after conveyance to the Association of the streets in the Development, the Association, by affirmative vote of two-thirds of its members entitled to vote, may offer to dedicate said streets to public use. Said offer shall be subject to acceptance by the appropriate governmental body. Declarant does not warrant that the streets to be constructed by it within the Development will be built in such a manner that said governmental body will accept dedication thereof.

4. Land Use.

A. Residential Lots. No improvement except a Single-family Dwelling and such outbuildings as are usually accessory thereto shall be constructed, placed or permitted to remain on any Residential Lot. The following restrictions shall apply specifically to such Lots:

i. Minimum Area. Each dwelling constructed shall have a fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings) of not less than 750 square feet. In the case of single-story dwellings, all 750 square feet shall be situated on the first floor. In the case of split-level or two-story dwellings, not less than 550 square feet shall be situated on the first floor.

ii. Single-story Construction. Each such dwelling shall be single-story, unless split-level or two-story construction is approved by the Committee.

iii. Set Backs. Except as shown on the Plat, every dwelling shall be at Least:

- a. 50 feet from the nearest lake.
- b. 25 feet from the front Lot line.
- c. 10 feet from each side Lot line.
- d. 25 feet from the rear Lot line.

5. Provisions with Respect to Lakes and Lots Contiguous Thereto.

A. Ownership of Lake Front Lots. The boundary of any Lot which is shown on the Plat as contiguous to a lake shall be the shoreline of said lake as said shoreline would be if the water level in said lake were one vertical foot above the normal maximum water level of said lake.

B. Limitations on Water Rights. No Owner of a Lot which is shown on the Plat as contiguous to a lake shall have any right with respect to any stream that is a tributary of any such lake or with respect to such lake, the land thereunder, the water therein, or its or their elevation, use or condition, nor shall such Owner have any riparian rights or incidents appurtenant. No person shall acquire title to any land in the Development by accretion, reliction, submergence or changing water levels.

C. Right to Remove Accretions. Declarant shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lake front Lot in order that the shoreline of the lake to which such Lot is contiguous may be moved inland toward or to the boundary of said Lot.

D. Declarant's Non-responsibility for Damages. Neither Declarant nor the Association shall be liable for damages caused by erosion, washing or other action of the water of any lake.

E. Right to Change Level of Lake. Declarant shall have the right to raise and lower the water level of any lake in the Development; provided, however, that such right shall not permit raising the water level more than one vertical foot above the normal maximum water level indicated on the Plat.

6. The Environmental Control Committee

A. General Powers of the Committee

i. Power to Approve Plans. No improvement may be constructed on any lot without the prior written approval of the Committee. Such approval shall be granted only upon written application in the manner and form prescribed by the Committee, accompanied by two sets of plans and specifications for such improvement. The application shall show the location of all improvements existing upon said Lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, any proposed landscaping, and any other information which the Committee may require.

ii. Power of Disapproval. The Committee may disapprove any application:

a. which does not comply with this Declaration; or

b. because of reasonable dissatisfaction with grading plans, location of the proposed improvement on a Lot, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

c. if, in the judgment of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other Lots.

iii. Power to Grant Variances. The Committee may allow reasonable variances from the provision of this Declaration if literal application thereof results in unnecessary hardship, if such variance is in conformity with the general intent of this Declaration, and if the granting of such variance will not be materially detrimental or injurious to the Owners of other Lots, provided that the Committee shall not permit any travel trailer or tent to be placed or erected on any Lot or permit any overnight camping on any Lot.

iv. Power to Charge Fees. The Committee may require a reasonable filing fee to accompany each submission of plans and specifications.

B. Committee Membership. The Committee shall be composed of three members appointed by Declarant. Committee members may be removed by Declarant. Vacancies shall be filled by Declarant, or if Declarant fails to do so within two months, by the Board. When 90% of the Lots have been sold by Declarant, the Board may thereafter appoint and remove Committee members.

C. Duties of the Committee. The Committee shall act within 30 days after all required information shall have been submitted. The Committee shall retain one copy of submitted material and return the other copy. All notices to applicants shall be in writing. Any disapproval shall specify the reason therefore. The approval of the Committee of plans and specifications shall not be a waiver by the Committee of its right to object to any of the features or elements contained in any subsequent plans or specifications submitted for approval. The Committee may inspect work being performed to assure compliance with this Declaration and the Committee's rules. Failure of the Committee to act upon an application within 30 days shall constitute approval of the application.

At any time prior to the completion of construction of an improvement, the Committee may require a certification of the contractor, the Owner, or a licensed surveyor, that such improvement does not violate any set back rule, ordinance or statute or encroach upon any easement or right-of-way of record. Such certification shall be delivered to the Committee within 10 days after completion of such improvement. The Committee shall adopt written rules governing its procedures.

D. Liability of Committee. Neither the Committee, the Declarant, the Association, nor any person acting on behalf of any of them shall be responsible in any way for any defects in plans or specifications or other material submitted to the Committee, nor for any defects in any work done.

E. Appeals. Any Owner shall have the right to appeal to the Board from any adverse decision of the Committee within 30 days after the giving of notice of disapproval, and the Board shall have authority to confirm, reverse or modify the decision of the Committee.

7. Easements.

A. Reservations. The following easements and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to Declarant:

i. Utilities. A 10-foot wide strip on each Lot along the line of such Lot abutting a street and a 5 foot strip on each Lot along the side and rear lines of such Lot for the installation, maintenance and operation of utilities including TV antenna cables and the accessory right to locate guy wires, braces or anchors.

ii. Lake and Shoreline Maintenance. A 15-foot wide strip along the line of any Lot abutting a lake for lake and shoreline maintenance.

iii. Slope and Drainage. A 30-foot wide easement on each Lot along the line of such Lot abutting a street for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

iv. Flooding Easement. A flowage and flooding easement on each lake front Lot equal to the lake front building set back line as provided in Section 4, iii.

v. Streets. An easement on, over and under all streets in the Development for the purpose of installing, maintaining and operating utilities thereon or thereunder, for purposes of drainage control; for access to any Lot; and for purposes of maintenance of said streets.

B. Use of Maintenance by Owners. No structure, planting or activity shall be permitted on said easement which may damage or interfere with the use of said easements for the purposes herein set forth.

C. Liability for Use of Easements. No Owner shall have any claim against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or on the Plat except in case of willful or wanton misconduct.

D. Joinder of Lots. For the purposes of Section 7A, if the Owner of two or more contiguous Lots uses said Lots as the site of one Single-family Dwelling, said Lots shall be treated as a single Lot for purposes of this Declaration so long as said Lots remain improved with one Single-family Dwelling.

8. Annexation of Subsequent Units or Parcels.

A. Property to be Annexed. Declarant may, from time to time and in its sole discretion, annex to the Development any other real property which from time to time may be owned by Declarant and which is adjacent to the Development.

B. Manner of Annexation. Declarant shall effect such annexation by filing or recording a map or plat of the annexed area and by signing and recording a supplement to this Declaration which shall:

i. Amend the description of the Development to include the annexed area;

ii. Amend the definition of the term "Plat" to include such map or plat;

iii. Set forth any additional covenants, restrictions or easements specifically applicable to the annexed area; and

iv. Contain such provisions as, in the opinion of counsel for Declarant, shall be necessary or appropriate to integrate the annexed area into the Development and to extend the provisions of this Declaration to the annexed area.

Upon the filing or recording of such map or plat and the recording of such supplement, the annexed area shall be part of the Development and subject to this Declaration, as supplemented as fully and with the same force and effect as if the annexed area were part of the Development on the date of the recording of this Declaration.

C. Limitations. Declarant shall not have the right or power to annex to the Development any area which has been subdivided into lots if, after annexation, the aggregate number of lots in the Development would exceed 4,100.

9. Additional Lots within Development.

A. Right to Create Additional Lots. Declarant reserves the right to subdivide into not more than 75 lots the area designated on the Plat as Tracts 5, 18, 13, 22A, 26, 26A and 33.

B. Manner of Exercise. If Declarant shall elect to exercise such right, Declarant shall file or record a map or plat of said area and shall sign and record a supplement to this Declaration which shall:

i. Amend the definition of the term "Plat" to include such map or plat; and

ii. Contain such provisions as, in the opinion of counsel for Declarant, shall be necessary or appropriate to integrate said additional lots into the Development.

Upon the filing or recording of such map or plat and the recording of such supplement, said additional lots shall be included within the term "Lots" as fully and with the same force and effect as if such area had been subdivided into lots on the date of the recording of this Declaration.

10. The Association.

A. General. The Association has been created as a not-for-profit corporation. Every Owner of a Residential Lot shall be a member of the Association.

B. Membership. The Board may create one or more classes of associate memberships in the Association, as provided in the By-Laws.

C. Purposes. The purposes of the Association are to promote the common interests of its members, to operate, maintain, repair and replace the Common Areas and to promulgate and enforce rules and regulations governing the use and enjoyment of the Common Areas.

D. Powers. In addition to all of its other powers, the Association may levy a uniform annual charge of at least \$75.00 against each Residential Lot, other than a Lot of which Declarant is Owner, to pay the cost of operating, maintaining, repairing and replacing the Common Areas and other costs and expenses incurred by the Association in achieving its purposes. The Board may increase the annual charge.

i. Collection of Annual Charges. The charges levied by the Association shall be paid to it, on or before the date fixed by resolution of the Board. Written notice of the charge and the date of payment shall be sent to each Owner at the address last given by the Owner to the Association. If any charge levied against any Lot shall not be paid when due, it shall become a lien upon said Lot, subject only to matters of record on such due date and shall remain a lien until paid in full. The Board may bring such actions as it shall deem appropriate at law or in equity, by way of foreclosure of such lien or otherwise, to collect the amount of said charge, including interest, costs of collection and attorneys' fees.

ii. Binding Nature of Charge. Sale or transfer of any Lot shall not affect any lien for charges provided for herein.

iii. Proof of Payment. The Association shall on request furnish a statement certifying that the charges against a specified Lot have been paid or that certain charges remain unpaid, as the case may be.

iv. Suspension of Privileges of Membership. The Board may suspend the voting privilege of any member and the license of any member or associate member to use the Common Areas for:

a. Any period during which any Association charge on any member's Lot remains unpaid; and

b. The period of any continuing violation by such member or associate member of the provisions of this Declaration after the existence thereof shall have been declared by the Board; and

c. A period to be determined by the Board, not to exceed 3 months, for repeated violations of the By-Laws of the Association or its rules and regulations.

11. Remedies.

A. Enforcement. Declarant and each person to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in any such action may award the successful party reasonable expenses in prosecuting such

action, including attorneys' fees.

B. Cumulative Remedies. The remedies herein specified are cumulative, and the specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved 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 him upon the recurrence or continuance of said violation or the occurrence of a different violation.

12. Grantee's Acceptance Subject to Declaration. Each grantee or purchaser of a Lot, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to all provisions of this Declaration and subject to the jurisdiction, rights, powers, privileges and immunities of Declarant, the Committee, and the Association and shall agree to pay the charges levied against his Lot by the Association. By such acceptance, such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

13. Severability. Every provision of this Declaration is hereby declared to be independent of, and severable from, every other provision of this Declaration. If any such provision shall be held to be invalid or unenforceable, or not to run with the land, that holding shall be without effect upon the validity, enforceability or running of any other provision of this Declaration.

14. Captions. All captions in this Declaration are for convenience only and do not in any way limit or amplify the provisions hereof.

15. Term and Amendment. The provisions of this Declaration affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until April 30, 2000, after which time the same shall be deemed extended for successive periods of 10 years each unless, prior to the expiration of the then current term, an instrument signed by a majority of the then record Owners of all Lots agreeing to change the provisions hereof in whole or in part, effective upon expiration of the then current term, shall be duly recorded in the Office of the Recorder of Deeds of Wayne County, Pennsylvania. Except as provided in the immediately preceding sentence, this Declaration may be amended or supplemented only by Declarant, to the extent specifically authorized in this Declaration, or by the vote of the then record Owners of two-thirds of all Lots.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of May 11, 1970.

BOISE CASCADE RECREATION COMMUNITIES

By Joseph A. Therrien, Vice President

This Declaration was recorded June 25, 1970 in Wayne County Deed Book 258 page 51.

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

Boise Cascade Recreation Communities hereby makes the following amendment to the Declaration of Protective Covenants for The Hideout dated May 11, 1970 and recorded in the Office of the Recorder of Deeds of Wayne County, Pennsylvania, in Deed Book Volume 258, page 51, et seq. The amendment is made pursuant to Paragraph 15 of the Declaration, and with reference to the provisions of said Paragraph 15. Boise Cascade Recreation Communities specifically warrants and declares that as of the date hereof, it is the Owner of record of more than two-thirds of all lots in the Development.

The definition of "Plat" as set forth in Paragraph 1-K of the Declaration is hereby amended to read as follows:

K. "Plat" means the maps of Sections 1 through 22 of the Development recorded April 9, 1970 and May 11, 1970, in the Office of the Recorder of Deeds of Wayne County, Pennsylvania, in Plat Book 5, pages 26 through 50, and such revisions thereof as may from time to time be filed in said office by Declarant."

IN WITNESS WHEREOF, Boise Cascade Recreation Communities has caused this Amendment to be executed by its duly authorized agent this 15th day of April, 1971.

BOISE CASCADE RECREATION COMMUNITIES

By Roger P. Hussey, Authorized Agent

This amendment was recorded April 22, 1971 in Wayne County, Deed Book 265, Page 739.

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS

This Supplemental Declaration is made as of March 14, 1972, by Boise Cascade Home and Land Corporation successor by merger to Boise Cascade Recreation Communities, ("Declarant") and is made by Declarant pursuant to the provisions of Paragraph 8 of Declarant's Declaration of Protective Covenants for The Hideout, dated May 11, 1970, recorded in Wayne County Deed Book No. 258, at page 51.

Declarant is the owner of certain real estate in Lake Township, Wayne County, Pennsylvania which is adjacent to the development known as The Hideout, plats of which have previously been recorded in Wayne County, Pennsylvania. Declarant is now desirous of annexing said adjacent real estate to the Development, which it is entitled to do pursuant to the Declaration of Protective Covenants hereinbefore cited, and makes this Supplemental Declaration in order to effect said annexation.

1. The annexed area shall be known and designated as "NorthWood Estates, a division of The Hideout".
2. The description of the Development as set forth in the Declaration of Protective Covenants for The Hideout dated May 11, 1970, is hereby amended to include not only the real estate therein described, but also, the real estate described and platted on the maps attached hereto and intended to be herewith recorded.
3. The definition of the term "Plat" as set forth in the Declaration of Protective Covenants for The Hideout dated May 11, 1970, as amended is hereby amended to include the maps and plats filed herewith, as such revisions thereof as Declarant may file from time to time with the Recorder of Deeds of Wayne County, Pennsylvania.
4. It is the intent of Declarant that upon the filing of the maps attached hereto and the recording of this Supplemental Declaration that the annexed area shall be a part of the Development and subject to the provisions of the original Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, as fully and with the same effect as if the annexed area were part of the original Development.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of March 14, 1972.

BOISE CASCADE HOME & LAND CORP.

By Roger P. Hussey, Authorized Agent

This supplement was recorded March 14, 1972, in Wayne County, Deed Book 277. Page 1202.

ASSIGNMENT OF DECLARATION OF PROTECTIVE COVENANTS

By instrument dated September 28, 1972, and recorded October 24, 1972, in Wayne County, Deed Book 286, page 1056, Boise Cascade Home & Land Corporation assigned to Larwin Developments, Inc. all of its right, title and interest as Declarant in and to the Declaration of Protective Covenants for The Hideout dated May 11, 1970, as amended and supplemented.

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS

This Supplemental Declaration is made as of March 9, 1973, by Larwin Developments, Inc., ("Declarant"), and is made by Declarant pursuant to the provisions of Paragraph 8 of Declarant's Declaration of Protective Covenants for The Hideout, dated May 11, 1970, recorded in Wayne County Deed Book No. 258, at page 51.

Declarant is the owner of certain real estate in Lake Township, Wayne County, Pennsylvania, which is adjacent to the development known as The Hideout, plats of which have previously been recorded in Wayne County, Pennsylvania. Declarant is now desirous of annexing said adjacent real estate to the Development which it is entitled to do pursuant to the Declaration of Protective Covenants hereinbefore cited, and makes this Supplemental Declaration in order to effect said annexation.

1. The annexed area shall be known and designated as "Cherry Hill, a division of The Hideout".
2. The description of the Development as set forth in the Declaration of Protective Covenants for The Hideout, dated May 11, 1970, is hereby amended to include not only the real estate therein described, but also the real estate described as Section 41 of the Hideout according to the Plat thereof recorded in the office of the Recorder of Deeds of Wayne County, Pennsylvania, March 9, 1973, in Plat Book 5, Page 106.
3. The definition of the term "Plat" as set forth in the Declaration of Protective Covenants for The Hideout dated May 11, 1970, as amended as hereby amended to include the maps and plats of the above described property and such revisions thereof as Declarant may file from time to time with the Recorder of Deeds of Wayne County, Pennsylvania.
4. The above described property shall be a part of the Development and subject to the provisions of the original Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, as fully and with the same effect as if the annexed above described property were part of the original Development.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of March 9, 1973.

Herbert Grossman, Secretary
LARWIN DEVELOPMENTS, INC
By M. J. Romeo, Vice President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On March 9, 1973, before me, a Notary Public, the undersigned officer, personally appeared M.J. Romeo who acknowledged himself to be the Vice President of LARWIN DEVELOPMENTS, INC., and that he as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

Susan Wilcox

NOTARY PUBLIC

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS

This Supplemental Declaration is made as of April 3, 1973, by Larwin Developments, Inc., ("Declarant"), and is made by Declarant pursuant to the provisions of Paragraph 8 of Declarant's Declaration of Protective Covenants for The Hideout dated May 11, 1970, recorded in Wayne County Deed Book No. 258 at page 51.

Declarant is the owner of certain real estate in Lake Township, Wayne County, Pennsylvania which is adjacent to the development known as The Hideout, plats of which have previously been recorded in Wayne County, Pennsylvania. Declarant is now desirous of annexing said adjacent real estate to the Development which it is entitled to do pursuant to the Declaration of Protective Covenants hereinbefore cited and makes this Supplemental Declaration in order to effect said annexation.

1. The annexed area shall be divided into three sections (Sections 42, 43 and 44) and shall be known and designed as "Castle Rock, a division of The Hideout", "Terrance Hill, a division of The Hideout" and "Rolling Hills, a division of The Hideout" respectively.
2. The description of the Development as set forth in the Declaration of Protective Covenants for The Hideout, dated May 11, 1970, is hereby amended to include not only the real estate therein described, but also the real estate described as Sections 42, 43 and 44 of The Hideout according to the Plats thereof recorded in the office of the Recorder of Deeds of Wayne County, Pennsylvania, on April 3, 1973, in Plat Book 5, pages 108, 109 and 110, respectively.
3. The definition of the term "Plat" as set forth in the Declaration of Protective Covenants for The Hideout dated May 11, 1970, as amended is hereby amended to include the maps and plats of the above described property and such revisions thereof as Declarant may file from time to time with the Recorder of Deeds of Wayne County, Pennsylvania.
4. The above described property shall be a part of the Development and subject to the provisions of the original Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, as fully and with the same effect as if the annexed above described property were part of the original development.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of May 7th, 1973.

Herbert Grossman, Secretary

LARWIN DEVELOPMENTS, INC.

By Charles W. Horne, President

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On May 7th, 1973, before me, a Notary Public, personally appeared CHARLES W. HORNE, known to me to be the President, and HERBERT GROSSMAN, known to me to be the Secretary of LARWIN DEVELOPMENTS, INC., the corporation which executed the within instrument and acknowledged to me that they executed the same on behalf of said corporation.

WITNESS my hand and official seal.

Thomas E. Gibbs
Notary Public in and for said County and State

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS

This Supplemental Declaration is made as of May 18, 1973, by Larwin Developments, Inc., ("Declarant"), and is made by Declarant pursuant to the provisions of Paragraph 8 of Declarant's Declaration of Protective Covenants for The Hideout, dated May 11, 1970, recorded in Wayne County Deed Book No. 258 at page 51.

Declarant is the owner of certain real estate in Lake Township, Wayne County, Pennsylvania, which is adjacent to the development known as The Hideout, plats of which have previously been recorded in Wayne County, Pennsylvania. Declarant is now desirous of annexing said adjacent real estate to the Development which it is entitled to do pursuant to the Declaration of Protective Covenants, hereinbefore cited and makes this Supplemental Declaration in order to effect said annexation.

1. The annexed area shall be divided into six sections (Sections 45, 46, 47, 48, 49 and 50) and shall be known and designated as "Fairway Green, a division of The Hideout", "Big Spring Pond, a division of The Hideout", "Sand Trap, a division of The Hideout", "Indian Hills, a division of The Hideout", "Geronimo Hills, a division of The Hideout", and "Golf View, a division of The Hideout" respectively.
2. The description of the Development as set forth in the Declaration of Protective Covenants for The Hideout, dated May 11, 1970, is hereby amended to include not only the real estate therein described, but also the real estate described as Sections 45, 46, 47, 48, 49 and 50 of The Hideout according to the Plats thereof recorded in the office of the Recorder of Deeds of Wayne County, Pennsylvania, on May 18, 1973, in Plat Book 5, pages 114, 115, 116, 117, 118 and 119, respectively.
3. The definition of the term "plat" as set forth in the Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, is hereby amended to include the maps and plats of the above-described property and such revisions thereof as Declarant may file from time to time with the Recorder of Deeds of Wayne County, Pennsylvania.
4. The above-described property shall be a part of the Development and subject to the provisions of the original Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, as fully and with the same effect as if the annexed above-described property were part of the original development.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of June 11, 1973.

Herbert Grossman, Secretary

LARWIN DEVELOPMENTS, INC.
Charles W. Horne, President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On June 11, 1973, before me, a Notary Public, personally appeared CHARLES W. HORNE, known to me to be the President and HERBERT GROSSMAN, known to me to be the Secretary of LARWIN DEVELOPMENTS, INC., the corporation which executed the within instrument and acknowledged to me that they executed the same on behalf of said corporation.

WITNESS my hand and official seal.
Thomas E. Gibbs, Jr.
Notary Public in and for said County and State

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

Boise Cascade Home and Land Corporation and Larwin Developments, Inc., being the owners of record of more than two-thirds of all lots in the Development hereby amend the Declaration of Protective Covenants for The Hideout dated May 11, 1970, and recorded in the office of the Recorder of Deeds of Wayne County, Pennsylvania, in Deed book Volume 258, page 51, et seq. as follows:

The definition of "Utility Lot" as set forth in Paragraph 1. I. of said Declaration is hereby amended to read as follows:

"'Utility Lot' means a lot designated as 17, 1156, 1224, 2310, 2986, 3049, 3636, and 4309 on the Plat so long as the Owner of such Lot is Declarant or a utility company serving the Development."

IN WITNESS WHEREOF, Boise Cascade Home and Land Corporation and Larwin Developments, Inc., have executed this Amendment this 15th day of January, 1974.

BOISE CASCADE HOME AND LAND CORPORATION
By Its Vice President

LARWIN DEVELOPMENTS, INC.
By Charles W. Horne, Its President

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