

**HERSHEY'S MILL ESTATES HOMEOWNERS' ASSOCIATION**

**BYLAWS  
(APPROVED 30 SEPT 2023)**

**ARTICLE I: DEFINITIONS**

- Section 1 "Association" shall mean and refer to The Hershey's Mill Estates Homeowners' Association, Inc., a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania.
- Section 2 "The Properties" shall mean and refer to the properties described in the Declaration of Restrictions recorded in the Office for the Recording of Deeds in and for Chester County, PA in the Misc. Deed Book 206, Page 273 and amendments thereto, and "lot" shall have the same meaning given to them in said Declaration of Restrictions (hereafter also referred to as "the Restrictions"). (Such properties being generally known as Hershey's Mill Estates, East Goshen Township, Chester County, PA.) A copy of the Restrictions (with section "F" edited) is shown in Appendix 1, and a listing of amendments and clarifications to the Restrictions is shown in Appendix II.
- Section 3 "Common Properties" shall mean and refer to parks, tennis courts, playgrounds, swimming pools, easements for walking paths, commons, undeded common streets, and properties owned and maintained by Association for the common benefit and enjoyment of the residents within The Properties.
- Section 4 "Member" shall mean the owner of an Occupied Lot.
- Section 5 "Occupied Lot" shall mean a lot having a dwelling unit with or once having had a certificate of occupancy.
- Section 6 "Fiscal Year" shall mean the period commencing 1 March and ending the final day of February.
- Section 7 "Annual Assessment" shall mean annual assessment that funds on-going operations of the Association as Established by the Board of Directors.
- Section 8 "Special Assessment" shall mean an assessment for capital improvements applicable to a single Fiscal Year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of property related to Common Property.
- Section 9 "Assessment" shall mean Annual Assessments and Special Assessments.
- Section 10 "Meeting" shall mean a Board of Directors led event held in-person or virtually in accordance with Pennsylvania law to which all Members may attend. In the case of a virtual meeting the Board of Directors shall make provisions for those who wish to attend in-person.
- Section 11 A "Regular Meeting" shall mean a meeting of the Board of Directors that occurs monthly.

**ARTICLE II: LOCATION**

The principal office of Association in the Commonwealth of Pennsylvania is located at The Properties, East Goshen Township, Chester County, Pennsylvania. It shall be the address of the Hershey Mill Estates ("HME") Pool.

**ARTICLE III: SUSPENSION OF MEMBERSHIP**

- Section 1 The rights of membership are subject to the payment of Annual Assessments and Special Assessments levied by Association, the obligations of which is imposed against each Member and becomes as a lien as provided in Article L of the Restrictions, and shall constitute a personal obligation of the Member at the time when the Annual Assessments and Special Assessments become due and payable.
- Section 2 The membership rights of any Member may be suspended by action of the Directors during the period when Annual Assessments or Special Assessments remain unpaid; but upon payment of such Annual Assessments and Special Assessments, Member's rights and privileges shall be restored automatically.
- If the Directors have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of a Member, Member's guest, or Member's tenant thereon, as provided in Article X, Section 1, the Directors may, in their discretion, suspend the rights of Member for violation of such rules and regulations for a period not to exceed thirty (30) days.
- The Directors may, in their discretion, also levy a fine against a Member for any damages caused by the Member, Member's guest, or Member's tenant.
- Section 3 A person or entity who holds an interest in any of The Properties merely as security for the performance of an obligation shall not be a Member by reason thereof.

**ARTICLE IV: ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS**

- Section 1 The Directors shall establish an Annual Assessment after the annual operating budget for the Fiscal Year is approved in accordance with the provisions of Section 8 of this article.
- Section 2 In addition to the Annual Assessments authorized by Section 1 hereto, Association may levy in any Fiscal Year a Special Assessment provided that any such assessment shall have the assent of two-thirds of the votes of Members in accordance with Section V. The Board of Directors shall have a Meeting to present the proposed Special Assessment. The Board of Directors shall distribute a notice that sets forth the purpose of the Meeting and vote to all Members at least thirty (30) days in advance.
- Section 3 Association may change the Annual Assessment fixed by Section 1 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of the Members. The Board of Directors shall have a Meeting to present the proposed change to the membership. The Board of Directors shall disseminate a notice of the Meeting to all Members at least thirty (30) days in advance setting forth the purpose of the Meeting and the vote.
- Section 4 Annual Assessments for all Members shall become due and payable in the full amount on the 1st of April and shall be late on April 15th.
- Section 5 If an Annual Assessment is not paid on the date when due (being the dates specified in Article IV Section 4 hereof), then such assessment shall become delinquent as of April 15. If not paid within 30 days after the due date, the Member shall be charged a penalty of 5% of the Annual Assessment amount, together with interest which shall accrue monthly at the rate of 10% per annum. The Annual Assessment together with such penalty and interest shall become a

continuing lien on the Member's Occupied Lot which shall bind such property in the hands of the then Member, the Member's heirs, devisees, personal representatives, and assigns. The personal obligation of the then Member to pay such assessment, however, shall remain the Member's personal obligation for the statutory period and shall not pass to the Member's successors in title unless expressly assumed by them.

Additionally, Association may bring an action at law against the persons obligated to pay the same or to foreclose the lien against the Member's Occupied Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest of the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 6 Each year, the Board shall draft a plan and operating budget to cover projected expenses for the upcoming Fiscal Year. Each January the Board shall distribute the proposed plan and operating budget to the membership for the Members' review and schedule a vote in February.

The Board shall include proposed capital improvements in the proposed operating budget subject to the requirements of Section 2 above.

Section 7 In the event that an Operating Budget and Annual Assessment is not approved by March 1st of that year, the previous year's Operating Budget and Annual Assessment will become the effective budget and assessment for that year.

Section 8 Members shall pay the Annual Assessment and any Special Assessments in proportion to the voting rights outlined in Article V Section 1.

**ARTICLE V: VOTING RIGHTS AND THE VOTING PROCESS**

Section 1: A Member shall be entitled to one vote for each Occupied Lot titled in the Member's name.

Section 2 The quorum required for any action authorized by these bylaws shall be as follows:

At the first vote called the participation in the vote of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming for any vote, another vote may be called, subject to the notice requirement set forth in Article IV Sections 2 and 3 and the required quorum at any such subsequent vote shall be one-half of the required quorum at the preceding vote, provided that no such subsequent vote shall be held more than sixty (60) days following the preceding vote.

Section 3: The Board shall conduct a poll each November to ensure all Members have registered valid emails that shall be used to distribute Association notices.

Section 4: Association shall use an electronic voting process that conforms to Pennsylvania law.

Section 5: The Board shall distribute notices of impending votes no later than two weeks prior to any vote. In these notices the Board shall describe the purpose of the vote and the opening and closing dates of the vote.

**ARTICLE VI: MEMBER’S RIGHTS OF ENJOYMENT OF COMMON PROPERTY**

Section 1: Each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by the Restrictions applicable to the Properties, to wit:

- (a) Subject to the provisions of Section 2, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with every deed transfer.
- (b) The rights and easements of enjoyment created hereby shall be subject to the following:
  - (1) the right of Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid hereof to mortgage said Common Properties;
  - (2) the right of Association to take such steps as are reasonably necessary to protect the above-described Common Properties against foreclosures;
  - (3) the right of Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;
  - (4) the right of Association to charge reasonable admission and other fees for the use of the Common Properties; and
  - (5) the right of Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of Association has been recorded, agreeing to such dedication, transfer, purpose, or condition and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

Section 2: Any Member may delegate the Member’s rights of enjoyment in the Common Properties and facilities to the members of Member’s family who reside upon The Properties or to any of the Member’s tenants who reside thereon under a leasehold interest for a term of one year or more. Such Member shall notify the Board in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 2 to the same extent as those of the Member.

**ARTICLE VII: ASSOCIATION’S PURPOSES AND POWERS**

Section 1: Association has been organized for the following purposes:

To own, acquire, lease, build, operate, and maintain recreation parks, playground, swimming pools, undeeded common streets, tennis courts, commons, footways, buildings, structures, and personal properties incident thereto, all as Common Properties and facilities of and for the common benefit, recreation, and enjoyment of the Members of this Association.

- Section 2: Additions to The Properties described in Article 1 may be made only in accordance with the provisions of the Restrictions applicable to The Properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, function, duties, and membership of the corporation to such properties. Where the applicable covenants require that certain additions be approved by this corporation, such approval must have the assent of two-thirds of the votes of Members in accordance with Section V. The Board of Directors shall have a Meeting to present the proposal. The Board shall distribute a notice of the Meeting and vote to all Members at least thirty (30) days in advance and shall set forth the purpose of the Meeting.
- Section 3: Subject to the provisions of the Restrictions applicable to The Properties, and to the extent permitted by law, Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds of the votes of Members, notice of which shall be distributed to all members at least thirty (30) days in advance and shall set forth the purpose of the Meeting.
- Section 4: Association shall have power to mortgage Common Properties only to the extent authorized under the recorded covenants and restrictions applicable to Common Properties.
- The authority to mortgage Common Properties shall be given by an affirmative vote of two-thirds of the votes of Members who are voting, written notice of which shall be distributed to all Members at least thirty (30) days in advance.

**ARTICLE VIII: BOARD OF DIRECTORS – ORGANIZATION**

- Section 1: The affairs of Association shall be managed by the Board of Directors. The Board of Directors shall be composed of:
- Three Administrative Directors - one of whom shall be elected each year for a term of three years. Two Directors-at-Large shall be elected annually for a one-year term.
- Section 2: In the event of a vacancy on the Board of Directors, the position shall be filled by the Board until the next election. In the event that the remaining Directors cannot agree upon replacement, the most recent past Administrative Director, being a resident of Hershey's Mill, shall be called upon to break a tie vote.
- Section 3: In the event of a vacancy in the office of an Administrative Director having more than one year to serve of the elected term, the vacancy shall be filled as set forth above until the next general election, at which time the position shall be filled for the balance of the term by the vote of the membership. In the event that Association is filling an Administrative Director vacancy during an election, the candidate who receives the largest number of votes will have the option to select the term he/she would like to fill.
- Section 4: Immediately upon the election of the Board of Directors, said Directors shall elect from amongst the Administrative Directors a President to serve for a term of one year.
- Section 5: The Board of Directors shall appoint a Secretary and a Treasurer who will serve as non-voting members of the Board.
- Section 6: Any or all of the Board of Directors may be recalled for the balance of their elected term as follows:

Upon receipt by the President of a petition bearing the signatures of one-fourth (1/4) of the voting Members of Association moving to recall one or more members of the Board of Directors, the Board shall cause a vote of the Members to indicate their approval or disapproval of the motion of recall.

The Members shall vote in accordance with the provisions for elections set forth in Article IX, which shall be counted at a special Meeting of the general membership to be held not less than twenty-one (21) days from the date of filing of the aforesaid petition, nor more than thirty (30) days from the said date. The motion of recall shall carry if affirmed by at least two-thirds of the Members eligible to vote.

Section 7: In the event of the recall of two or more members of the Board of Directors, a special election to fill the vacancies created by the recall shall be convened in accordance with the provisions of Article IX.

Section 8: The term of office for Directors shall commence with the calendar year following election.

**ARTICLE IX: ELECTION OF DIRECTORS – NOMINATION PROCESS**

Section 1: The Directors shall canvas the Members to identify those who are willing to serve on the Board of Directors and shall publish an announcement in Association’s monthly newsletter seeking volunteers.

Section 2: In Association’s November newsletter, the Board shall publish a notice of those who have volunteered to serve and which directorships they are willing to fulfill.

Section 3: A vote will be conducted in accordance with the provisions of Section V.

**ARTICLE X: POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1: The Board of Directors shall have power:

- (a) To call a special Meeting of the Members whenever it deems necessary and it shall call a Meeting at any time upon request of one-fourth (1/4) of the voting membership, as provided in Article XIV, Section 2.
- (b) To collect the assessments or charges referred to in Articles III and IV.
- (c) To publish and enforce rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members, Member’s guests, and Member’s tenants thereon.
- (d) Any legal action against a Member of the Homeowners' Association shall require an open discussion at a special Meeting of Association, notice of which shall be sent to all Members at least fifteen (15) days in advance. This notice shall set forth the purpose of the Meeting and the facts and circumstances requiring the legal action.

Notwithstanding the above, the Board of Directors shall have the authority to commence legal action without a special Meeting of the Homeowners' Association, whenever in its judgment there is an immediate threat to the health, safety, and welfare of the Association, or in order to enforce or collect unpaid assessments

- (e) If any member of the Board of Directors of Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board

may declare the office of said absent Director to be vacant by action taken at the meeting during which said third absence occurs.

Section 2: It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at all Meetings of the Members or at any special Meetings as provided in Article XIV Section 2.
- (b) To supervise all officers, agents, and employees of Association and to see that their duties are properly performed.
- (c) To propose the amount of the operating budget and annual assessment against each lot and at the same time:
  - (1) prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of Association and shall be open to inspection by any Member; and
  - (2) send notice of each assessment to every Member subject thereto.
- (d) To issue or to cause an appropriate officer to issue, upon demand by any Member a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- (e) To issue periodic reports to the membership of standing committees' activities and budget expenditures.
- (f) Establish and maintain an Association website the purpose of which is to disseminate information to the Members. Such information shall include notices of Meetings, the budget, and Board minutes.
- (g) Ensure Association records are maintained.

**SECTION XI: BOARD OF DIRECTORS – MEETINGS**

Section 1: The Board of Directors shall hold Regular Meetings at times determined by the Board. The Board shall set the date and time of the next Regular Meeting during the prior month's Regular Meeting and shall publish this information on Association's website at least two weeks prior to the next Regular Meeting. The Board, if it so decides, may forego a Regular Meeting in July.

Section 2: Special meetings of the Board of Directors shall be held when called by the President of Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3: The transaction of any business at any Meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a Meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such a Meeting, or an approval of the minutes thereof. All such waiver, consents, or approvals shall be filed with the corporate records and made part of the minutes of the Meeting.

Section 4: The majority of the Board of Directors shall constitute a quorum thereof.

Section 5: Each Director shall be entitled to one (1) vote.

**ARTICLE XII: OFFICERS – RESPONSIBILITIES**

- Section 1: The officers shall be the three Administrative Directors (including the President as designated in Article VIII, Section 4), a Secretary, and a Treasurer.
- Section 2: The President shall preside at all meetings of the Board of Directors and general meetings; shall see that orders and resolutions of the Board of Directors are carried out; and sign all leases, mortgages, deeds, and other written instruments.
- Section 3: At the time of election, the President shall designate one of the Administrative Directors to perform the duties of the President in the event of the President's absence.
- Section 4: The Board may establish committees to support the Board. The Board shall appoint a Member to chair each committee it establishes, and any other Members who wish to participate. Each committee chair shall report to an Administrative Director other than the President. Administrative Directors shall coordinate the activities of their assigned committees and ensure that their committees are adequately discharging their responsibilities. The Board shall publish the chair of each committee on Association's website each April.
- Section 5: The Secretary shall be the secretary of the Board of Directors, The Secretary shall record its votes and keep the minutes of all Board proceedings and general meetings. These minutes shall be published on Association's website. The Secretary shall sign all certificates of membership; shall keep the records of Association; and shall record in a book kept for that purpose the names of all members of Association together with their addresses as registered by such members (see Article XIV, Section 3).
- Section 6: The Board shall be responsible to distributing notifications to the Members of all Meetings, upcoming votes, and the results of votes.
- Section 7: The Treasurer shall receive and deposit in appropriate bank accounts all moneys of Association and shall disburse such funds for disbursements made in the ordinary course of business conducted within the limits of the budget. The Treasurer or President shall sign all checks and notes of Association. Both the President and the Treasurer shall be bonded in an amount set by the Board of Directors as soon as possible after taking office.
- Section 8: The Treasurer shall keep proper books of account which are to be subject to an annual audit to be made by the Audit Committee or a certified public accountant at the discretion of the Board of Directors.
- The Treasurer and the Board of Directors shall prepare an annual budget and balance sheet statements in consultation with the appropriate committees. The budget and balance sheet, having been approved by the Audit Committee, shall be distributed to the general membership in accordance with Article IV.
- Section 8: The Board shall distribute the proposed budget to Association's Members along with a statement from the Treasurer discussing the financial status of Association and any financial issues that arise se.

**ARTICLE XIII: STANDING COMMITTEES**

- Section 1: The Standing Committees of Association shall be:
- The Architectural Review Committee;
  - The Audit Committee;



- Other committees as appropriate, e.g, pool, landscaping, social, and tennis.

Section 2: The duties and responsibilities of the Architectural Review and Audit committees are:

- (a) The Architectural Review Committee shall have the duties and functions described in the Restrictions applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties.
- (b) The Audit Committee shall supervise the annual audit of Association's books and approve the annual budget and balance sheet statement to be presented to the Board of Directors as provided in Article XII, Section 8.

Section 3: Each committee shall supervise the operation of any associated facilities and shall administer all financial matters pertaining to its associated function including recommending to the Board of Directors a budget for the operation of each facility and function for possible inclusion in the annual operating budget.

Section 4: It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints it deems appropriate or refer them to such other committee, Director, or officer of Association as is further concerned with the matter presented.

Section 5: It shall be the duty of each committee to prepare and maintain a detailed list of its activities as an aid to future committees.

**ARTICLE XIV: MEETINGS OF MEMBERS**

Section 1: Meetings of the Members for any purpose may be called at any time by the President or any two or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 2: The Board shall notify all Members of upcoming Board meetings at least six (6) days in advance unless otherwise specified herein and shall set forth in general the nature of the business to be transacted. The Board shall distribute notifications by email.

Section 3: The authority for action described in:

- Article IV, Section 2 - Special Assessment for capital Improvements
- Article IV, Section 3 - Change in Annual Assessment
- Article VII, Section 2 - Additions to Properties and memberships
- Article VII, Section 3 - Merges and Consolidations
- Article VII, Section 4 - Mortgages: other Indebtedness
- Article VIII, Board of Directors - Organization
- Article IX, Board of Directors - Meetings
- Article XVIII - Amendments

shall require the number of votes and quorums as set forth in those articles and sections above.

The business portion of all meetings of the Members shall be conducted in accordance with "Robert's Rules of Parliamentary Procedure."

**ARTICLE XV: PROXIES**

Section 1: Members may vote by proxy for all Association votes.

Section 2: All proxies shall be in writing and filed with the Board. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by Member.

**ARTICLE XVI: BOOKS AND PAPERS**

The books, records, and papers of Association shall be subject to the inspection of any Members during reasonable hours on any day except Sunday with reasonable notice.

**ARTICLE XVIII: AMENDMENT PROCEDURE**

Section 1: These Bylaws may be amended, after a Regular Meeting or a special Meeting of the Members, by a vote of a majority of a quorum of Members, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Restrictions applicable to The Properties may not be amended except as provided in such Restrictions.

Section 2: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Restrictions applicable to The Properties and these Bylaws, the Restrictions shall control.

**APPENDIX I: DECLARATION OF RESTRICTIONS**

WHEREAS, F. C. & C., Inc., is the owner of certain lots or parcels of land situated in Township of East Goshen, Chester County, PA., known and designated as follows:

BEING Lots 1 through 153 as shown on a subdivision final plan of Hershey's Mill made by Yerkes Associates, Inc., dated 6/22/72 and filed in Recorder of Deeds Office for Chester County in Plan Book 44, pg. 39.

NOW THEREFORE, F. C. & C., Inc., (a Pa. Corp.) does hereby declare, make known and covenant for itself, its successors and assigns that herein and hereby it did subject that portion of the herein before demised premises being in East Goshen Township to the following covenants and restrictions. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part:

- A. AREA OF APPLICATION OF RESIDENTIAL RESTRICTIVE COVENANTS:  
All of the above described tract of land shall be known and designated as residential lots and all of the residential restrictive covenants herein contained shall apply to all of the residential area of the said tract.
- B. ARCHITECTURAL CONTROL: No building or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in par. (F) below.
- C. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved over that portion of each plot as shown on the rec. plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction of flow or retard the flow of water through any drainage channels in said easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of each lot, except for those improvements which a public authority or utility company shall be responsible.
- D. NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- E. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- F. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of: (refer to Bylaws, Article XIII,

Section 2(a)). At any time the then record owners of a majority of the lots shall have the right and power through a duly recorded covenant to change the membership of the committee to withdraw from the committee or to restore to it any of its powers and duties.

A minimum of three (3) persons from the Architectural Review Committee shall be required to approve any plans or proposals. If a total of three (3) is not available, representative members from the Board shall assist in considering proposals.

- G. SIGNS AND POLITICAL PARAPHERNALIA. No signs or political flags or paraphernalia of any kind shall be erected or displayed to the public view on any lot except a sign of not more than five (5) square feet advertising the property for sale.
- H. PROHIBITED ACTIVITY No quarrying or mining of any kind shall be permitted on any lot. No animals, livestock, or poultry shall be raised, bred, or kept on any lot except that dogs, cats, and other domestic household pet may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No lot shall be maintained for the dumping of garbage, trash, refuse, or other wastes. All incinerators and containers or other equipment for the disposal and storage of such material shall be kept in a clean and sanitary manner.
- I. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub which obstructs sight line at elevations between three feet and seven feet above the roadway shall be permitted or placed on any corner lot within 20 feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property line, etc. No tree shall be permitted to remain within the aforementioned restricted area unless the foliage line is maintained at a sufficient height to prevent obstruction of the sight line.
- J. FENCES, HEDGES, ETC.:All fences, wall, or mass hedge plantings shall meet the approval of the Architectural Control Committee aforesaid.
- K. TELEVISION AND RADIO TOWERS OR ANTENNAS: No radio, television, or other tower, pole, or antenna or similar structure shall be erected on any part of any lot covered by this covenant except that a radio or television mast or antenna shall be permitted upon the roof or other part of any dwelling for the reception of radio or television transmission.
- L. HOME-OWNERS ASSOCIATION MEMBERSHIP: Each lot shall be subjected to a covenant that, and each purchaser of any lots by acceptance of the deed therefore, (whether or not it shall be so expressed in any such deed or other conveyance) shall be deemed to covenant that, each and every owner of a lot shall and must become a member of an association, when formed, of the owners of all of the residential lots herein subjected. By this covenant, the owners shall be deemed to agree to pay to Association such annual assessments or charges, and such

Special Assessments, as may be fixed, established, or collected from time to time by Association. The annual and Special Assessments, together with such interest thereon and cost of collection thereof, shall be charged on the land and shall be a continuing lien upon the residential lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorneys fees shall also be the personal obligation of the owner of such lot at the time when the assessment fell due. This personal obligation shall not pass to any successor in title unless expressly assumed by them. The assessments levied by Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Hershey's Mill, and in particular, for the improvement and maintenance of common areas, services, and facilities devoted to this purpose and related to the use and enjoyment of the common areas, and the homes situated in Hershey's Mill.

- M. ENFORCEMENT. Enforcement of the covenants created herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain such violation or to recover damages.
- N. SEVERABILITY: Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

**APPENDIX II: AMENDMENTS AND CLARIFICATIONS TO DECLARATION OF RESTRICTIONS**

Lots 1 through 153 (154 lots including lot IA) were restricted by FC&C on 6/20/73. A total of 12 lots have been excluded from the restrictions, leaving 142 members. Details are shown below:

Lot 1 and IA (2 lots excluded) are not subjected to the Restrictions because they were never owned by FC&C (purchased 8/10/72 by Mr. and Mrs. Coe).

Lot 104 (1 lot excluded) is not subject because sale was closed on 10/30/72 before the Restrictions were recorded.

Lots 149 through 153 (5 lots excluded) were released on 5/9/74 by FC&C. Lots are on south side of Greenhill Road and were incorporated into the Village.

Lots 144 thru 148 (4 lots excluded, 1 lot restricted) were subdivided in fall 1980 into two larger lots. FC&C released property at 1467 Greenhill from the Restrictions on 5/9/85. The remaining property at 1034 Hershey Mill Road is still subject and known as lot 145. (Current lot is actually larger than original lot 145 due to the revised 1980 plot plan.)

**APPENDIX III: COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU**

In compliance with the requirements of 15 Pa.C.S. §7316 (relating to articles of incorporation) the undersigned, desiring to be incorporated as a nonprofit corporation, hereby certifies (certify) that:

1. The name of the Corporation is:

HERSHEY'S MILL ESTATES HOMEOWNERS ASSOCIATION

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

c/o George D'Ambrosia, Esquire.  
25 South Church Street  
West Chester, PA 19380

3. The corporation is incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

To own, manage and maintain certain real estate property within and adjacent to that certain tract of land known as "Hershey's Mill Estates" situated in East Goshen Township, Chester County, Pennsylvania, as a community project in order to preserve open spaces, including fields and woodlands, and to improve the land by the installation of pathways, landscaping and/or other facilities for passive or active recreational use by the residents of the community, all of whom shall be members of Association; and in connection therewith: (a) to exercise all of the powers and privileges and to perform all of the duties and obligations of Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania, in Misc. Deed Book 206 at Page 273, et seq., and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length; and (b) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the Commonwealth of Pennsylvania by law may now or hereafter have or exercise, provided that the same shall not be in contravention of said Declaration.

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

4. The term for which the corporation is to exist is: perpetual.

5. The corporation is organized upon a nonstock basis.

6. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by Association, including contract sellers, shall be a member of Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by Association.

7. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of Association.

8. Association may be dissolved with the assent given in writing and signed by not less than 75% of each class of members. On dissolution of Association, other than incident to a merger or consolidation, the assets of Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and

assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

9. Amendment of these Articles shall require the assent (by vote or written consent) of members representing seventy-five (75%) percent or more of the voting power.

10. The name and post office address of the incorporator is:

FC&C, Inc.  
c/o George D'Ambrosio, Esquire  
25 S. Church Street  
West Chester, PA 19380

IN WITNESS WHEREOF, the incorporator has signed and sealed these Articles of Incorporation this 21st day of December 1984.

FC&C, Inc.

Attest: \_

By: (SEAL)