

BY-LAWS  
Seven Oaks Homeowner's Association, Inc.

ARTICLE I  
Name and Location

The name of the corporation is The Seven Oaks Homeowner's Association, Inc., hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located at 500 Court Street, Reading, Berks County, Pennsylvania until changed by the Board of Directors, but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II  
Seal

The corporate seal of the ASSOCIATION shall be in circular form and shall bear the name of the ASSOCIATION and such other language as is required by the laws of the State of Pennsylvania.

ARTICLE III  
Definitions

The following words when used in these By-Laws or any supplement hereto (unless the context clearly indicates otherwise) shall have the following meanings:

1. "ASSOCIATION" shall mean and refer to The Seven Oaks Homeowner's Association, Inc., its successors and assigns.
2. "By-Laws" shall mean the By-Laws of the ASSOCIATION.
3. "Class A Members" shall mean the Owners of each of the units, and any future owners.
4. "Class B Members" shall mean the Declarant.
5. "Common Area" shall mean and include, in addition to Common Open Space, streets, rights-of-way, off-street parking areas, accessways, walkways, utility and other servitudes and easements; and without limitation all areas and building elements not included in any Dwelling Unit including, the air space above the Upper Dwelling Unit, the roof structure and membrane including skylights installed by the Declarant, gutters, downspouts, soffit and ridge vent of each multi-dwelling unit building, exterior siding and brickwork, and the attic area of each of the multi-dwelling unit buildings provided that the loft area constructed by the Declarant and made a part of certain second floor units shall not be a part of the Common Area. Windows, doors and exterior lighting fixtures shall not be a part of the Common Area, but shall be the responsibility of the Unit Owner; all as indicated on the Record Plan of The Seven Oaks Development and in the Seven Oaks Declaration of Covenants and Easements, Conditions and Restrictions. As indicated herein the ASSOCIATION shall maintain the Common Area in manner which ensures its preservation, and complies with all applicable borough, county, state or federal laws, and retains the functional condition thereof.
6. "Common Open Space" shall mean that area of land (including the improvements thereon) to be maintained for the use and enjoyment of the residents. It shall consist of landscaped or natural terrain including ponds (including all surface water, collection, retention, and disposal facilities), streams, pathways and/or active and passive recreational facilities, if any, and such buildings are necessary to fulfill its permitted functions. The Common Open Space may be used for only those uses for which same was originally created and as limited by the Borough of Wyomissing's Zoning Ordinance, as it is, from time to time, amended.
7. "Declarant" shall mean and refer to Seven Oaks Inc., a Pennsylvania Corporation, its successors and assigns (other than the ASSOCIATION).
8. "Declaration" shall mean and refer to the Declaration of Covenants and Easements, Conditions and Restrictions of Seven Oaks recorded simultaneously with these By-Laws.
9. "Dwelling Unit" shall mean any part of a building on the properties designated on the Record Plan as a single family residence. Each lower dwelling unit shall include the lot on which it is erected. Upper dwelling unit ownership shall not include ownership of any lot or portion thereof.
10. "Institutional Lender" shall mean and refer to one (1) or more commercial or savings banks, savings and loan associations, insurance companies, pension funds, business trusts, or other similar lenders, including but not limited to real estate investments trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any private governmental institution which has insured a loan of such a lender, or any individual who loans money for home purchase or any combination of any of the foregoing entities.

11. "Limited Common Area" shall mean the stairway, attic storage area, patio and/or garden designated for the exclusive use of a unit Owner.

12. "Lot" shall mean and refer to a plot of land immediately subjacent to a Lower Dwelling Unit and the Accessory Building shown upon the Record Plan of the properties with the exception of the Common or Dedicated Areas.

13. "Member" shall mean a member of the ASSOCIATION.

14. "Owner" shall mean the then record Owner, whether one (1) or more persons, of the fee simple title to any Dwelling Unit and the Accessory Building, but excluding any person having an interest, however described, merely as security for the performance of an obligation, unless and until such person has acquired fee simple title pursuant to foreclosure, other legal proceedings or a deed in lieu of foreclosure.

15. "Person" shall include an individual, corporation, partnership, unincorporated association or other entity.

16. "Property" shall mean the real property described in Exhibit "A".

17. "Borough" shall mean The Borough of Wyomissing, Berks County, Pennsylvania, its successors or assigns.

18. "Record Plan" shall mean a subdivision plan which is attached as Exhibit "B" to the Seven Oaks Declaration of Covenants and Easements, Conditions and Restrictions.

#### ARTICLE IV

#### Meetings of Members

##### Section 1. Annual Meetings.

The first annual meeting of the Members shall be held when seventy-five percent (75%) of the units of this development are conveyed, and each subsequent regular annual meeting of the Members shall be held on the third (3rd) Tuesday of April, at the hour of 8:00 P.M. at a location to be designated. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

##### Section 2. Special Meetings.

Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-fifth (1/5) of the Members.

##### Section 3. Proxies.

Each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Each proxy shall be revocable and shall automatically cease after one (1) year.

##### Section 4. Method of Voting.

Members may vote in person, by proxy, or absentee ballot according to procedures duly adopted by the Board of Directors.

##### Section 5. Notice.

Notice of meetings or ballot poll where action by Members is required for meetings to amend the Declaration, By-Laws, or Articles of Incorporation shall be provided to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

Notice of meetings or ballot polls shall specify the place, day, and hour. In the case of a special meeting, the Notice shall state the purpose of the meeting. In the case of the ballot poll, the Notice shall include the matter(s) to be voted upon.

##### Section 6. Quorum.

Except as otherwise specifically provided in the Declaration, By-Laws, or Articles of Incorporation, the presence at the Meeting of Members entitled to cast votes or of proxies or absentee ballots representing not less than fifty-one percent (51%) of the total votes shall constitute a quorum for any action, provided all Members receive written notice of the meeting at least ten (10) days prior to the date the meeting is held.

##### Section 7. Voting Rights.

The ASSOCIATION shall have two (2) classes of voting members. Class A Members which shall consist of the Owners of all units and the Accessory Building and the Class B Members which shall be the Declarant. The Owner (whether one person or more than one) of each unit and the Accessory Building shall be entitled to cast one (1) vote per dwelling or Accessory Building wherever such voting is provided for herein.

Class A. Each Class A Member shall be entitled to one vote for each dwelling unit or Accessory Building owned. The Class A members shall not include the Declarant unless and until its Class B membership has ceased and has been converted to Class A membership.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for every Lot or unit which Declarant owns.



Section 1. Number

The affairs of the ASSOCIATION shall be managed by a Board of five (5) Directors. Until the first annual meeting, the Board shall consist of Directors appointed by the Declarant. Thereafter, so long as the Class B membership exists, the Board of Directors shall consist of Appointed Directors and Elected Directors. When Class B membership expires, all Directors shall be elected except that the Declarant retains the right to retain a single appointed Director until six (6) months after the final conveyance of a Dwelling Unit within the Seven Oaks Development.

Section 2. Composition and Term.

Appointed Directors. Appointed Directors shall be appointed by the Declarant and shall serve at the pleasure of the Declarant. They need not be Members of the ASSOCIATION. Three (3) Directors shall be appointed to serve until the first annual meeting. At the meeting and at each annual meeting thereafter, the Declarant shall appoint up to three (3) Directors until such time as the Class B membership expires.

Elected Directors. Elected Directors shall be elected by the Class A members at annual meetings and shall serve for two-year terms, except as provided herein. At the first annual meeting, two (2) Directors shall be elected; the Director receiving the highest number of votes shall be elected for a two-year term, the other Director shall serve a one-year term.

Section 3. Method of Nomination.

Candidates for election shall file a petition of candidacy, signed by not less than five (5) Members, submitted prior to the annual meeting. The Elections Committee shall provide all Members with a ballot containing the names of all bona fide candidates with the notice of the annual meeting.

Section 4. Method of Election.

Election shall be by secret written ballot at the annual meeting or delivered to the Chairman of the Elections Committee or his designees prior to the start of the annual meeting. Each unit and the Owner of the Accessory Building may cast a single vote, with respect to each vacancy. Whenever more than one (1) person or entity shall be the record title holder of any unit, all such Owners shall appoint one (1) person or entity for the purpose of voting according to these By-Laws. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

Section 5. Resignation and Removal.

The unexcused absence of the Elected Director from three (3) consecutive regular meetings of the Board shall be deemed a resignation; Any Elected Director may be removed from the Board, with or without cause, by a majority vote of the members of the ASSOCIATION.

Section 6. Vacancies.

In the event of death, resignation, or removal of an Elected Director, his successor shall be selected and appointed by a majority vote of the remaining Elected Directors and shall serve for the unexpired term of his predecessor.

Section 7. Powers.

The Board of Directors shall have all powers for the conduct of the affairs of the ASSOCIATION which are enabled by law, the Declaration and the Articles of Incorporation which are not specifically reserved to Members, the Declarant, or the Architectural Review Committee by said documents.

Section 8. Duties.

Without limiting the generality of its powers, it shall be the duty of the Board to:

- (a) Exercise its powers in accordance with the governing documents;
- (b) Cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, make such records available for inspection by any Member, his agent, or institutional lender who has an interest in the properties and present an annual statement thereof to the Members;
- (c) Adopt and follow procedures for adoption and publication of Board Resolutions to be included in the Book of Resolutions, including the provision for hearing and notice of Members for resolution on rules, the annual budget, and other matters affecting the rights of Members;
- (d) Adopt and publish rules and regulations including fees, if any, governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, together with such additional regulations as are necessary to protect and preserve the health, safety, and welfare of the residents of Seven Oaks and to include these in the Book of Resolutions;
- (e) Establish architectural standards for the properties in accordance with the Book of Resolutions procedures;
- (f) Supervise all officers, agents, and employees of the ASSOCIATION and see that their duties are properly performed;

- (g) Designate depositories for ASSOCIATION funds, designate those offices, agents and/or employees who shall have authority to withdraw from such accounts on behalf of the ASSOCIATION, and cause such persons to be bonded, as it may deem appropriate;
- (h) Send written notice of each assessment to every Owner subject thereto in conformance with the Declaration filed concurrently herewith;
- (i) Appoint such committees as are prescribed in Article VII;
- (j) Exercise their powers and duties in good faith, with a view to the interest of the ASSOCIATION and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

Section 9. Quorum.

A majority of the Directors of the Board of Directors shall constitute a quorum.

ARTICLE VI  
Officers

Section 1. Enumeration of Officers.

The officers of this ASSOCIATION shall be a President and a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers.

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term.

The officers of this ASSOCIATION shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4. Resignation and Removal.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such a resignation shall not be necessary to make it effective.

Section 5. Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices.

The offices of President and Treasurer may not be held by the same person.

Section 7. Duties.

The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and of the ASSOCIATION; see that orders and resolutions of the Board are carried out; sign all mortgages, leases, deeds, and other written instruments and co-sign all promissory notes and contracts as the Board may approve from time to time.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and exercise and discharge such duties as may be required of him by the Board.

(c) Secretary. The Secretary shall cause the minutes to be kept of all meetings and proceedings of the Board and of the Members; cause the Book of Resolutions to be maintained; serve as custodian of ASSOCIATION files and records; keep the corporate seal of the ASSOCIATION and affix it on all papers requiring said seal; cause notice to be served to Members and institutional lenders as required in the governing documents; cause a roster to be maintained of the names of all Members of the ASSOCIATION, together with their address, as registered by such Members; and perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall cause all monies of the ASSOCIATION to be deposited in appropriate accounts and disbursed therefrom within the limits of the annual budget or as directed by resolution of the Board of Directors; co-sign any promissory notes and contracts; keep proper books of account; cause an annual audit of the ASSOCIATION books to be made by a certified public accountant at the completion of each full fiscal year; be the chief officer responsible for the annual preparation of the budget, the income statement and the balance sheet statement to be presented to the Board and to the membership at its regular annual meeting. The financial duties of the Treasurer maybe assigned to a management agent upon approval by a majority of the Board.



ARTICLE VII  
Committees

Section 1. Elections Committee.

The Board of Directors shall appoint an Elections Committee no later than two (2) months prior to the annual meeting date. The Committee shall consist of a Chairman who may not be a Director, and at least four (4) members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of Directors in accordance with procedures adopted by the Board and placed in the Book of Resolutions.

Section 2. Other Committees.

The Board shall appoint an Architectural Review Committee and may appoint such other committees as it deems necessary or desirable for the operations of the ASSOCIATION.

ARTICLE VIII  
Meetings of the Board of Directors  
and the Architectural Review Committee

Section 1. Regular Meetings.

Regular meetings of the Board and Architectural Review Committee shall be held without notice at such place and hour as may be fixed from time to time by the members of the respective body.

Section 2. Special Meetings.

Special meetings of either body shall be held when called by the President of the ASSOCIATION, by its Chairman or by any two (2) members of that body, after not less than three (3) days notice to each member of the appropriate body.

Section 3. Quorum.

A majority of the members of the Architectural Review Committee or the Board shall constitute a quorum for the transaction of their respective business, except that in no event shall a quorum be less than three (3) members.

Section 4. Executive Sessions.

All meetings of either body shall be open to observers, except the President or Chairman may call that body into executive session on matters of personal or for hearings on infractions of published rules and regulations or for discussion of any matter protected by a privilege of confidentiality. Any action taken by either body in executive session shall be recorded in the minutes of that body.

ARTICLE IX  
Indemnification

Each officer and Director of the ASSOCIATION, and all members of the Architectural Review Committee, in consideration of his services as such, shall be indemnified by the ASSOCIATION to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of his past or present role in the ASSOCIATION. The foregoing right of indemnification shall not be exclusive of any other rights to which the person may be entitled by law, or agreement, or vote of the members or otherwise.

ARTICLE X  
Fiscal Year

The fiscal year of the ASSOCIATION shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XI  
Amendment

Section 1. Method.

These By-Laws may be amended:

(1) By a vote of a majority of the Directors of the Board of Directors at any meeting duly called for that purpose, providing notice of the meeting and the proposed amendments have been given to the Members at least fifteen (15) days prior to the meeting, or

(2) At the annual meeting of the Members, by a two-thirds (2/3) vote of a quorum of Members, voting by presence or proxy, providing the proposed amendments have been included in the notice of the meeting. Amendments shall become effective upon adoption.

ARTICLE XII  
Miscellaneous

The Association though its Board of Directors shall have the right to contract with a third party for the purpose of managing the property for and on behalf of the Association at a compensation to be approved by the Board of Directors.

In Witness Whereof, we being all the appointed Directors of the Seven Oaks Homeowner's Association have hereunto set our hands this 16th day of November, 1988.

*Ron Collins, Pres.*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

EXHIBIT "A"

DESCRIPTION

ALL THAT CERTAIN tract or piece of land lying on the northwestern side of Berkshire Boulevard, an 80 ft. wide street, between Van Reed and Tulpehocken Roads, shown as Phase II "Garden Apartments" on the Heritage Village Phase II Final Plan, dated September 21, 1987, prepared by Urwiler and Walter, Inc., for the Peter Carlino Company, intended to be recorded, situate in the Borough of Wyomissing, County of Berks and State of Pennsylvania, being more fully bounded and described as follows, to wit:

BEGINNING at a point in the center line of Berkshire Boulevard, as shown on the Topographical Survey of the Borough of Wyomissing, being a corner of residue property belonging to Tulpehocken, Ltd., of which the herein described tract was a part, said beginning point being, North 39 degrees 34 minutes 45 seconds East, a distance of 650.00 feet measured along the center line of Berkshire Boulevard from a point being a corner between said residue property belonging to Tulpehocken, Ltd., and property belonging to the Thun Partnership;

THENCE from said Beginning Point, leaving said center line of Berkshire Boulevard, and extending along said residue property belonging to Tulpehocken, Ltd., the five following courses and distances, viz:

(1) - North 50 degrees 25 minutes 15 seconds West, a distance of 272.38 feet to a point;

(2) - North 02 degrees 15 minutes 00 seconds West, a distance of 131.45 feet to a point,

(3) - North 50 degrees 25 minutes 15 seconds West, a distance of 250.00 feet to a point,

(4) - North 02 degrees 37 minutes 39 seconds West, a distance of 232.76 feet to a point, and

(5) - North 50 degrees 37 minutes 15 seconds West, a distance of 105.00 feet to a point in line of other property belonging to the said Tulpehocken, Ltd.;



THENCE along said other property belonging to Tulpehocken, Ltd.,  
being along the division line between the Borough of Wyomissing and  
the Township of Spring, North 39 degrees 22 minutes 45 seconds East,  
a distance of 152.75 feet to a point;

THENCE along the first mentioned property belonging to Tulpehocken,  
Ltd., of which the herein described tract was a part, the two follow-  
ing courses and distances, viz:

(1) - South 74 degrees 38 minutes 12 seconds East, a distance  
of 517.48 feet to a point, and

(2) - South 50 degrees 25 minutes 15 seconds East, a distance  
of 400.00 feet to a point in the center line of aforesaid Berkshire  
Boulevard;

THENCE extending along the center line of said Berkshire Boulevard,  
South 39 degrees 34 minutes 45 seconds West, a distance of 635.00  
feet to the Place of Beginning.

CONTAINING IN AREA: 9.584 ACRES

BEING A PART OF PURPART NO. 3 OF THE SAME PREMISES which Elsa L.  
Lowman, et al., by deed dated the 15th day of May, 1984, recorded  
in Berks County Records in Deed Book Volume No. 1854 Page 125, granted  
and conveyed unto Tulpehocken, Ltd., AND BEING A PART OF THE SAME  
PREMISES which Thun Investment Company, by deed dated the 26th day of  
March, 1986, recorded in Berks County Records in Deed Book Volume  
No. 1895 Page 196, granted and conveyed its 1/2 interest unto  
Tulpehocken, Ltd., Grantor herein.

SUBJECT TO THE GRANT OF EASEMENT as recorded in Berks County Records  
in Miscellaneous Book No. 437 Page 608; AND FURTHER SUBJECT to a 40ft.  
wide drainage easement and a 20 ft. wide sanitary sewer easement as  
shown on the aforementioned Heritage Village Phase II Final Plan.

TOGETHER with the right of way agreement as recorded in Book No.  
931 Page 2356.

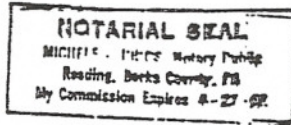


COMMONWEALTH OF PENNSYLVANIA :  
:SS:  
COUNTY OF BERKS :

On this 16th day of November, 1988 before me, the undersigned officer, personally appeared Peter M. Carlino, who acknowledged himself to be the President of the Seven Oaks Homeowner's Association, Inc., and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

*Michael Bruce*



RECORDED IN BERKS CO., PA.  
IN BK 26 PAGE 38



*David W. ...*  
Recorder of Deeds

MAIL TO -  
PETER CARLINO CO.  
500 COURT STREET  
P.O. BOX 957  
RENOVA, PA.  
19603

88 NOV 16 P2:29

RECORDER OF DEEDS

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41033

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