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**BYLAWS OF HICKLEN RIDGE
PROPERTY OWNERS ASSOCIATION**

ARTICLE I - DEFINITIONS

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1.01 "Association" shall mean and refer to Hicklen Ridge Property Owners Association, its successors and assigns.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot of Hicklen Ridge which is an approved subdivision of the premises described in Centre County Record Book 776, Page 277, Parcel No. 4.

1.03 "Roadway" shall mean any internal or external private right -of-way shown upon Hicklen Ridge subdivision of the premises described in Centre County Record Book 776, page 277, (Parcel No. 4).

1.04 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the premises.

ARTICLE II - BOARD OF DIRECTORS

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

2.02 At the first annual meeting the members shall elect themselves, two (2) directors for a term of three (3) years, two (2) directors for a term of two (2) years and one (1) director for a term of one (1) year. At each annual meeting thereafter the members shall elect that number of directors whose terms will have expired as of that date.

2.03 Any vacancy occurring in the Board of Directors may be filled by affirmative vote of a majority of the remaining directors. A director elected to fill a vacancy shall serve until the next annual meeting of the members, at which the membership shall elect a director to fill the remainder of the unexpired term, if any.

2.04 A majority of the remaining directors may remove from the Board of Directors any director who has been absent from two (2) consecutive meetings of the Board of Directors.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

3.01 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Membership shall be covenant running with the land.

3.02 The Association shall have two (2) classes of voting membership as follows:

(1) Class A - Class A members shall be all owners with the exception of Gulf USA Corporation and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves decide.

(2) Class B - Class B membership shall be Gulf USA Corporation, which shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On October 1, 2002

ARTICLE IV - MEETING OF MEMBERS

4.01 The first annual meeting of the members shall be held within one (1) year or less from the date of the first sale of a lot within this subdivision by Gulf USA Corporation and shall be called by the Board of Directors. Subsequent regular annual meetings of the members shall be held every fifty-two (52) weeks thereafter at 1:00 P.M. If the day for the annual of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

4.02 Special meetings of the members may be called at any time by the Board of Directors, or on written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

4.03 Written notice of each meeting of the members shall be given by a representative of the Board of Directors, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote at such meeting, addressed to the address last appearing on the books of the Association for the propose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

4.04 The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty (50%) percent of the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

4.05 At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary.

ARTICLE V - MAINTENANCE ASSESSMENTS

5.01 The Association shall have the right to charge reasonable fees for the maintenance, repair or replacement of private roadways within the subdivision. The Association shall have the right to suspend voting rights and the right of use of the roadway by any owner for any period during which any assessment against his lot remains unpaid.

5.02 Assessments may be annual assessments or charges or special assessments for capital improvements, with such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the lot thereby assessed and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

5.03 The assessments levied by the Association shall be used exclusively for maintenance, repair and replacement of the internal and external roadway, and the maintenance of the common areas owned or controlled by the Association.

5.04 Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be fifty (50) dollars per lot. Thereafter the annual assessment shall be subject to the following:

(1) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 20% above the annual assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 20% of the prior year's annual assessment by the vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum without a vote of the members.

5.05 In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement upon the roadway, provided that any such assessment shall have been voted favorably upon by two-thirds (2/3) of each class of member who are voting in person or by proxy at a meeting duly called for this purpose.

5.06 Any action authorized under paragraph 5.04 or 5.05 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.07 Both annual and special assessments must be fixed at a uniform rate for all lots any may be collected at the discretion of the Board of Directors on an annual or semi-annual basis.

5.08 The annual assessment provided for herein shall commence as to all lots on the first day of the month following the first annual meeting of the members. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot as least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

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

5.10 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot

shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI - GENERAL PROVISIONS

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

6.02 In addition to its rights to enforce all restrictions, conditions, covenants, and reservations as set forth in Section 6.01 herein, the Board of Directors may after notice and hearing impose upon any member found by not less than three (3) members of the Board of Directors to have violated any restriction, condition, or covenant, a fine of not more than Fifty (\$50.00) dollars for each day upon which such violation shall exist. Such fine, together with interest at the rate of 10% per annum commencing on the day after imposition of the fine, shall be a charge on the lot of the owner upon whom the fine has been imposed and shall be a continuing lien upon such property.

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

6.04 To the extent that the covenants and restrictions of the Hicklen Ridge subdivision, as recorded in the Office of the Record of Deeds of Centre County, Pennsylvania, allow for the amending of such Covenants and Restrictions by the Association, the Covenants and Restrictions may be amended during the first twenty (10) year period by an instrument signed by not less than 70% of all of the lot owners, and thereafter by an instrument signed by not less than fifty-five (55%) percent of the lot owners. Any amendment to the covenants and restrictions must be recorded.

6.05 The Association shall have the right to dedicate or transfer all or part of the roadway to any municipality, public agency, or authority for such purposes and subject to such conditions as may be agreed to by the members. Owners of Lots 1 and 2 shall have the right to dedicate or transfer portions of Hicklen Ridge Road within their respective lots to a municipality without approval of the remaining lot owners.

ARTICLE VII - DISSOLUTION

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

ARTICLE VIII - APPOINTMENT OF TRUSTEES

8.01 The Board of Directors shall have the power from time to time to appoint trustees of the Association who shall in their capacity as trustees of the Association take title to any roadways which are to be deeded to the Association. There shall be

not less than three (3) trustees who shall serve at the will of the Board of Directors and until such time as any trustee is replaced by the Board of Directors.

ARTICLE IX - AMENDMENTS TO THE BYLAWS

9.01 These Bylaws may be amended at any regular or specially called meeting of the membership upon the affirmative vote of the majority of each class of members who are voting in person or by proxy at such duly called meeting; provided however, that no provision requiring a vote of more than a majority of the members who are voting in person or by proxy shall be amended except by the affirmative vote of members sufficient prior to amendment to take that action for which the voting requirement is to be amended.

ARTICLE X - INDEMNIFICATION PROVISION

10.01 A director of this Association shall not be personally liable for monetary damages as a director of this Association for any action taken, or any failure to take any action, unless such action taken, or failure to take action, constitutes self-dealing, willful misconduct or recklessness. This section shall not apply to any criminal statute. The Association may advance expenses incurred by a director in defending civil or criminal actions, suits, or proceedings, upon receipt of an understanding by or on behalf of such person to repay such amount of it is ultimately determined that the person is not entitled to indemnification.

ENTERED FOR RECORD
JOSEPH L. DAVIDSON
RECORDER OF DEEDS
CENTRE COUNTY
01 FEB 23 PM 1 43

ADOPTED this 28th day of Dec., 2000.
Attest [Signature] ASST. SECRETARY
[Signature] Jay Miller, Esq.
Chairman, Gulf USA Corporation

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTRE

SS:

On this, the 28th of Dec., 2000, before me a Notary Public, the undersigned officer, personally appeared Jay J. Miller, as Chairman, of Gulf USA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE)
On this Day:

[Signature]
My Commission Expires

FEB 23 2001

I hereby CERTIFY that this document is Recorded in Record Book 211 Page 780 in the Recorder of Deeds Office of Centre County, Pennsylvania. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Joseph L. Davidson
Centre County Recorder of Deeds

