

**FOURTH REVISED BY-LAWS  
OF  
TALL TREES HOMEOWNERS ASSOCIATION, INC.**

First Revision: Dated: November 24, 1986

Second Revision: Dated: February 27, 1989

Third Revision: Dated: June 19, 2002

Fourth Revision: Dated: November 13, 2012

**BY-LAWS  
OF  
TALL TREES HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I.  
INTRODUCTORY PROVISIONS**

1.01 NAME; LOCATION. The name of the corporation is TALL TREES HOMEOWNERS ASSOCIATION, INC., and is hereinafter referred to as the "Association". The principal office of the Association shall be located at the principal address of the then serving President of the BOARD OF DIRECTORS, Huntingdon Valley, Pennsylvania 19006, but meetings of Members and directors may be held at such place within or without the Commonwealth of Pennsylvania as may be designated by the Board of Directors.

1.02 APPLICABILITY. These By-Laws provide for the governance of the Association with respect to the Property subject to that certain Declaration of Covenants, Restrictions, Easements, Charges, Liens recorded among the land records of Montgomery County in Deed Book 4774, at page 2384 (the "Declaration"), as amended

1.03 DEFINITIONS. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration.

**ARTICLE II.  
THE ASSOCIATION**

2.01. MEMBERSHIP. Membership in the Association shall be governed by Section 3.01 of the Declaration, and is subject to suspension as provided in Section 4.03 thereof.

2.02. ANNUAL MEETINGS. The annual meeting of the Association shall be held on a day in June each year at a date, time and place designated by the Board of Directors. If the day for the annual meetings is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At such annual meetings, the Board of Directors

shall be elected in accordance with the requirements of Article III of these By-Laws, and such other business as may properly come before the meeting may be transacted.

2.03. SPECIAL MEETINGS. Special meetings of the Association may be called at any time by the President and shall be called as directed by resolution of the Board of Directors, or upon written request presented to the Secretary and signed by Members entitled to cast at least twenty-five percent (25%) of the votes of the Members.

2.04. QUORUM. The quorum for meetings where action by Members is expressly required by the Declaration shall be the presence of Members in person or by proxy who are entitled to cast thirty percent (30%) of the total votes of the Members. If the required quorum is not present at the meeting, the meeting may be adjourned to another time no sooner than fifteen (15) days, nor later than forty-five (45) days from that date, at which time the quorum shall be reduced to twenty percent (20%) of the total votes of the Members. Should a quorum not be present at the adjourned meeting, those Members present in person or by proxy shall constitute a quorum at the second adjourned meeting.

2.05. NOTICE OF MEETINGS. Written notice of each meeting shall be given by or at the direction of the Secretary by hand delivering or mailing a copy of such notice, postage prepaid, to each member at the address last appearing on the books of the Association or supplied by such Member for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, which shall be not less than fifteen (15) days nor more than forty-five (45) days from the date of the notice, and, in the case of a special meeting, the purpose of the meeting.

2.06. PROXIES. Each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable at any time upon written notice to the Secretary and shall automatically cease after eleven (11) months. Every proxy shall automatically cease when the Secretary has received written notice of the death or judicially declared incompetency of the Member granting the proxy or the sale or other transfer by the Member of his interest in his Unit.

2.07. CONDUCT OF MEETINGS. The President (or in his absence, any other officer) shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association when not in conflict with the Declaration of these By-Laws.

The vote of the majority of the Members who are present, whether in person or by proxy, at any regular or special meeting and entitled to vote thereat shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of statute, the Articles of Incorporation, the Declaration or these By-Laws, a different vote is required, in which case such express provision shall govern and control. As used in this paragraph, the term "majority of the Members" shall mean fifty-one percent (51%) of the votes which the Members who are present in person or by proxy at a meeting of the Association are entitled to cast at such meeting.

## **ARTICLE III BOARD OF DIRECTORS**

3.01. NUMBER AND QUALIFICATION. The business and affairs of the Association shall be managed by a board of five directors, each of whom shall be a natural person of full age. All of the directors shall be Members of the Association, provided that no Member shall be qualified to be elected to the Board of Directors if he has been suspended from membership in the Association or if the books or management accounts of the Association show him to be more than thirty (30) days delinquent in payments due the Association. All directors shall be elected at large and shall have the duty to represent all Members, without regard to the location or type of Unit, if any, owned or occupied by such director.

3.02. RESIGNATION AND REMOVAL. The unexcused absence of an elected director from three consecutive regular meetings of the Board shall be deemed an offer of resignation which may be accepted by the Board at the meeting during which said third or further absence occurs. Any elected director may be removed from the Board with or without cause by a majority vote of the Members of the Association. Any member may propose removal of a director by presenting a petition to the Secretary signed by Members entitled to cast at least ten percent (10%) of the votes of the Members. A director whose removal has been proposed shall be given at least fifteen (15) days' notice by the Secretary of the time, place and purpose of the meeting at which the question of removal will be voted upon, and shall be given an opportunity to be heard at such meeting.

3.03. VACANCIES. Vacancies in the Board caused by any reason other than the removal of the director by a vote of the Members shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a director for the remainder of the term of the director being replaced and until a successor shall be elected at the next annual meeting of the Association at which the term of his predecessor would have otherwise expired. Vacancies caused by a removal of a director by vote of the Members shall be filled by a vote of Members at a special meeting of the Association which shall be held within sixty (60) days after such vacancy occurs, and which may take place at the same meeting at which such removal is voted by the members.

3.04. COMPENSATION. No director shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.05. POWERS. The Board of Directors shall exercise for the Association all power, duties, and authority vested in or delegated to the Association by law or by the Declaration and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration, including, without limitation, the following powers:

- (a) To appoint, employ and remove at pleasure a manager, independent

contractors, all officers, agents, employees, accountants and attorneys of the association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. The Board of Directors shall have the power to fix a managing agent's compensation and to set forth details of the managing agent's powers and duties, including, but not limited to, the power of the managing agent to engage employees and agents who may or may not be independent contractors, and to define or limit the liability of the managing agent if any. Such delegation may (but need not) be sufficiently broad as to encompass the full range of powers and duties of the Board of Directors, other than the establishment of annual budgets and assessments, including, but not limited to the power to open and maintain bank accounts and write checks on behalf of the Board of Directors as directed by the Board but subject to Section 6.06 . The Board of Directors shall not be liable for the managing agent's wrongful exercise of any power or duty. Any management agreement shall be terminable with or without cause upon ninety (90) days prior notice, and the term may not exceed one year, renewable by agreement of the parties for successive one year periods;

(b) To enter into agreements, contracts, deeds, leases and other written instruments or documents in the name of the Association and authorize the execution, delivery and, if appropriate, the recording thereof;

(c) To adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon (the "Rules and Regulations"), and to establish penalties for the infraction thereof;

(d) To suspend a member's voting rights and right of use of any recreational facilities that may be constructed on the Common Areas, during any period in which such Member shall be in default of the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of the Rules and Regulations.

(e) Enforce the rights and obligations of the Members and the Association as set forth in the Declaration, the By-Laws, and the Rules and Regulations.

3.06. DUTIES. It shall be the duty of the Board of Directors to:

(a) Cause the Common areas to be maintained in good, clean, attractive and sanitary condition, order and repair;

(b) Cause to be kept a complete record of all its corporate affairs, including a book of resolutions, make such records available for inspection by any member or his agent, and present an annual statement thereof to the at the annual meeting of the Association, or at any special meeting when such statement is requested in

writing by Members entitled to cast twenty-five percent (25%) of the votes of the Members;

(c) Supervise all officers, agents, and employees of the Association and see that their duties are properly performed;

(d) Issue upon demand by any Member a certificate setting forth whether or not any assessment levied against such Member's Unit has been paid, for which reasonable charge may be made;

(e) Designate depositories for Association funds and designate those officers, agents, and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded;

(f) Prepare and approve the annual budget and general assessments by a majority vote of the directors at least thirty (30) days in advance of each annual assessment, such assessments to be in an amount reasonably sufficient to meet the obligations imposed by the Declaration;

(g) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment.

(h) Cause a lien against any Unit for which assessments are not paid within sixty (60) days after the due date to be foreclosed or cause an action at law to be brought against the owner personally obligated to pay the same;

(i) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) Exercise their powers and duties in good faith with a view to the interests of the Association as a whole.

#### **ARTICLE IV. NOMINATIONS AND ELECTION**

4.01. ELECTION AND TERM OF OFFICE. At the annual meetings of the Association, the election of directors shall be held. The term of office of any director to be elected shall be fixed at two years. Directors shall hold office until the earliest of the following occurrences; the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. A director may serve an unlimited number of terms and may succeed himself.

4.02. NOMINATIONS. Persons qualified to be directors may be nominated for election only as follows:

(a) Any member may submit to the Secretary at least thirty (30) days before the

meeting at which the election is to be held a nominating petition signed by Members owning at least five Units in the aggregate, together with a statement that the person nominated is willing to serve on the Board of Directors and a biographical sketch of the nominee. At least fifteen (15) days prior to the meeting, the Members shall be notified in writing of all such nominees and shall be furnished with biographical sketches of nominees and ballots. Ballots shall contain the typed or printed names of all nominees, with the order in which such names appear determined by lot.

(b) Nominations may be submitted from the floor at the meeting only for vacancies for which no more than one person has been nominated by petition.

4.03. METHOD OF ELECTION. All elections to the Board of Directors shall be by written ballot, and the nominees receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

## **ARTICLE V. MEETINGS OF DIRECTORS**

5.01 REGULAR MEETINGS. The first meeting of a newly elected Board shall be held within ten days of election at such place as shall be fixed by the President at the meeting at which such Board was elected. Notice of such first meeting shall be sent to each director at least three days prior to the date of the meeting. Thereafter, regular meetings of the Board shall be held without notice at such place and hour as may be fixed from time to time by resolution of the Board. At least three regular meetings shall be held during the period between the organization meeting of the Board and the next annual meeting of the Association, unless each director waives in writing the requirement to hold a particular meeting. One such meeting of the Board shall be held during the month of October for the purpose of adopting a budget for the following calendar year, which meeting may not be waived by the directors.

5.02. SPECIAL MEETINGS. Special meetings of the Board shall be held when called by the President or by any two directors after not less than two days' notice to each director. Notice may be given personally or by mail, telephone, or email and shall state the time, place and purpose of the meeting.

5.03. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business and the acts of the majority of those present at a meeting at which a quorum is present shall be the acts of the Board.

5.04. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting if all of the directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the Secretary and include with the minutes of the Board.

5.05. WAIVER OF NOTICE. Before or at any meeting of the Board, any director may,

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

5.06. ASSUMED ASSENT. Any director present at any meeting shall be deemed to have assented to any action taken at such meeting, unless his dissent is entered on the minutes or unless his written dissent is filed with the Secretary at or immediately following the adjournment thereof, provided that no director may dissent from any action for which he voted at the meeting.

5.07. PARTICIPATION IN MEETINGS BY COMMUNICATIONS EQUIPMENT. One or more directors may participate in and be counted for quorum purposes at any 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.

5.08. ATTENDANCE BY MEMBERS OF THE ASSOCIATION. Except for the annual budget meeting referred to in Section 5.1., Members who are not directors shall not have the right to receive notice of, or to attend meetings of the Board, unless the Board, in its sole discretion, elects to invite all Members to attend (except that the Board may request the attendance at any meeting of a Member or Members who are members of advisory committees formed pursuant to Article VII without inviting all Members to attend.) The Secretary shall give all Members notice, in accordance with Section 2.5 of the annual budget meeting of the Board (which notice shall be accompanied by a copy of the proposed budget) and of all other meetings to which the Board elects to invite Members. At each such meeting which Members are entitled to attend, the attending Members shall not have the right to vote, but shall have the right to be heard consistent with such rules of order as the Board may adopt.

5.09 VALIDITY OF CONTRACTS WITH INTERESTED DIRECTORS. No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors are directors or officers, or are financially interested, shall be void or voidable because such director or directors are present at any meeting of the Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) The fact that a director is also such a director or officer or has such financial interest is disclosed or known to the Board, and is noted in the minutes thereof, and the Board, authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved and ratified.

5.10. CONSENTS AND APPROVALS. Whenever the Declaration, the Articles of Incorporation or these By-Laws shall require written permission of the Board of Directors, such

permission shall consist of a written statement setting forth the action or activity for which such permission is granted, signed by at least one director who shall have been authorized to sign such permission by the vote of the Board of Directors. Written permission of the Association shall consist of a similar written statement signed by the Secretary of the Association who shall have been authorized to give such permission by such vote of the Association as may be required to allow the requested action or activity. The action or activity for which permission is granted shall be noted by the Secretary in the records of the Board of Directors or the Association, as applicable.

## **ARTICLE VI. OFFICERS**

6.01. ENUMERATION OF OFFICERS. The principal officers of the Association shall be President, Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board may appoint an Assistant Treasurer and Assistant Secretary, and such other officers as, in its judgment, may be necessary. The President and Vice President shall be directors. Any other officers may, but need not, be Members of the Association or directors. An officer other than the President may hold more than one office.

6.02. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.03. REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of all directors, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Board called for such purpose.

6.04. 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.

6.05. DUTIES. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board, and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania. The President shall cease holding such office at such time as he ceases to be a director.

(b) Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Board or by the President. The Vice President shall cease holding such office at such time as he ceases to be



a director.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board, have charge of such books and papers as the Board may direct, maintain a register setting forth the place to which Mortgagees shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania.

(d) Treasurer. The Treasurer shall have the responsibility for the safe-keeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Board, the Association or the managing agent, in such depositories as may from time to time be designated by the Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

6.06. EXECUTION OF DOCUMENTS. All agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligations in excess of \$1,000 shall be executed by any two officers of the Association. All such instruments for expenditures or obligations of \$1,000 or less may be executed by any one officer of the Association or any other person designated by the Board of Directors, including, but not limited to, a managing agent, if any.

6.07. DELEGATION OF DUTIES. The Secretary and Treasurer may delegate all or some of their duties to a managing agent approved by the Board of Directors.

## **ARTICLE VII. COMMITTEES**

7.01 ESTABLISHMENT OF COMMITTEES. The Board of Directors is authorized to appoint such standing and ad hoc committees as it deems appropriate to make recommendations to the Board with respect to the exercise of its powers and duties under the Declaration and these By-Laws. Without limiting the foregoing, the Board shall, at a minimum, appoint standing committees on elections and architectural standards. Unless otherwise provided herein, each committee shall consist of a chairman and two or more Members and may, but need not, include a director as a member thereof.

7.02. ELECTIONS COMMITTEE. The Board shall appoint an Elections Committee at or before each annual meeting of the Association, such Committee to serve from the close of such annual meeting until the appointment of the next Election Committee. The Elections Committee shall consist of a chair (who shall be a director) and at least two other members, none of whom shall be candidates for office. It shall be the duty of the Elections Committee to develop election procedures for approval by the Board, solicit and accept nominations for election, supervise the election, count ballots and certify to the Association the names of all

nominees elected. All procedures proposed by the Committee and approved by the Board shall be placed in the Association's book of resolutions.

7.03. **ARCHITECTURAL STANDARDS COMMITTEE.** An Architectural Standards Committee consisting of three or more persons shall be appointed by the Board of Directors. The Committee shall be comprised of a chair (who shall be a director) and two or more members. A quorum for committee action shall be two members. The Architectural Standards Committee shall formulate general guidelines and procedures in furtherance of its owners and duties as set forth in the Declaration, and submit them for confirmation to the Board of Directors. The adopted guidelines and procedures shall be incorporated in the Association's book of resolutions, and the Architectural Standards Committee shall act in accordance with such guidelines and procedures.

## **ARTICLE VIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS**

8.01. **LIABILITY OF OFFICERS AND DIRECTORS.** The members of the Board of Directors and the officers and assistant officers of the Association, and the members of any committees formed pursuant to these By-Laws, (i) shall not be liable to the Members as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct, gross negligence or bad faith; (ii) shall have no personal liability in contract to a Member or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to a Member or any other person or entity direct or imputed by virtue of acts performed for them, except for their own willful misconduct, gross negligence, or bad faith, nor for acts performed for them, in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed or imputed to them as a result or by virtue of their capacity as such directors, officers, or committee members.

8.02. **RIGHT TO INDEMNIFICATION.** The Association shall indemnify and hold harmless any person, his heirs and personal representatives from and against any and all personal liability and all expenses, including reasonable counsel fees, incurred, imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Members or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board of Directors or an officer or assistant officer of the Association, other than to the extent, if any that such liability or expense shall be attributable to his willful misconduct, gross negligence or bad faith, provided, in the case of any settlement, that the Board of Directors shall have approved the settlement, which approval shall not be unreasonably withheld or delayed. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or both of Members or of the Board of Directors, or otherwise. The indemnification by the Association set forth in this section shall be effective with respect to claims for which such indemnification is applicable, if the underlying basis for such claim arose during the period of service of the person to be indemnified, notwithstanding that at the time such claim is made,

adjudicated or settled, and indemnification is required, such person is no longer a director or an officer of or an assistant officer of the Association. The indemnification by the Association set forth in this section shall be paid by the Association as a common expense and shall be assessed and collectable as such.

8.03. **INSURANCE.** The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these By-Laws.

## **ARTICLE IX COMPLIANCE AND DEFAULT**

9.01 **RELIEF.** Each Member shall be governed by and shall comply with all of the terms of the Declaration, these By-Laws, and the Rules and Regulations, as any of them may be amended from time to time. In addition to the remedies provided in the Declaration, a default by a Member shall entitle the Association, acting through its Board of Directors or through a managing agent, if any, to the following relief:

- (a) **ADDITIONAL LIABILITY.** Each Member shall be liable for the expense of all maintenance, repairs or replacements rendered necessary by his act, neglect, or carelessness, or the act, neglect or carelessness of his tenants, guests, invites, or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.
- (b) **COSTS AND ATTORNEY'S FEE.** In any proceedings arising out of any alleged default by a Member, the prevailing party shall be entitled to recover the cost of such proceeding, and such reasonable attorney's fees as may be determined by the court.
- (c) **NO WAIVER OF RIGHTS.** The failure of the Association, the Board of Directors, or of a Member to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these By-Laws, or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors, or the Member to enforce such right, provision, covenant, or condition in the future. All rights,

remedies, and privileges granted to the Association, the Board of Directors, or any Member pursuant to any term, provision, covenant, or condition of the Declaration, these By-Laws, or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by Declaration, these By-Laws, or the Rules and Regulations, or at law or in equity.

- (d) **ABATING AND ENJOINING VIOLATIONS.** The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any provision of the Declaration or these By-Laws shall give the Board of Directors the right, in addition to any other rights granted by the Declaration, these By-Laws, or the Rules and Regulations, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

10.1. **METHOD.** Except as otherwise provided in these By-Laws or in any applicable law, these By-Laws may be amended at any time in the following manner:

- (a) Notice of the proposed amendment in reasonable detailed form shall be included in a notice of any meeting of the Association at which a proposed amendment is to be considered.
- (b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members entitled to cast not less than twenty percent (20%) of the total outstanding votes of the Association at a meeting called for that purpose. Such amendment must be approved by means of an instrument or instruments signed by a majority of the Members.

10.2. **TECHNICAL AMENDMENTS.**

- (a) If, in the judgment of the Board of Directors, any amendment is necessary to cure any ambiguity or to correct or supplement any provision of these By-Laws, which is defective or inconsistent with any other provision hereof, the Board of Directors may effect an appropriate corrective amendment without the approval of the Members or Eligible Mortgagees upon its receipt of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence.
- (b) Any such technical amendment shall become effective upon notice to the Members of the need for and contents of such amendment.

ARTICLE XI  
MISCELLANEOUS

11.1. NOTICES. All notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first-class mail, postage prepaid, (i) if to a Member, at the single address which the Member shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Member, or (ii) if to the Association, the Board of Directors or the managing Agent, at the principal office of the Association or at such other address as shall be designated by notice in writing to the members pursuant to this section; and (iii) to Eligible Mortgagees at their addresses on the register to be maintained pursuant to Section 10.01 of the Declaration, or such other addresses as they may from time to time designate by written notice to the Board of Directors.

11.2. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.


11.3. INVALIDITY. If any provision of these By-Laws is determined to be invalid, the determination shall not affect the validity or effect of the remaining provisions hereof or of the Declaration, all of which shall continue in effect as if such invalid provision had not been included herein.

11.4. CONFLICTS. The Declaration shall control in the case of any conflict between the provisions thereof and the provisions of these By-Laws. The Articles of Incorporation shall control in the case of any conflict between the provisions thereof and the provisions of these By-Laws.

TALL TREES HOMEOWNERS ASSOCIATION, INC

Date: November 13, 2012

  
\_\_\_\_\_  
By: ROBERT MAZER – PRESIDENT

  
\_\_\_\_\_  
Attest: RICHARD F. STERN- SECRETARY

**TALL TREES HOMEOWNERS ASSOCIATION RULES AND REGULATIONS**  
**APPROVED AND ADOPTED BY RESOLUTION OF BOARD OF DIRECTORS**  
**OCTOBER 11, 1999**

All Owners and their families, guests, visitors, employees, agents and tenants Shall adhere to and comply with the following Rules and Regulations of the Tall Trees Homeowners Association.

1. No motor vehicle other than private passenger automobiles shall be garaged or stored in any garage or Lot or regularly parked on the streets or parking areas of the Community. No automobiles shall be serviced or maintained on jacks or other storage equipment, and no boat or trailer shall be stored on any Lot, street or parking area of the Community. Cars shall be parked in Owner(s)' garage or driveway when possible.
2. No business or trade of any kind or noxious or offensive activity shall be carried on in any Unit or upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the Community.
3. Each owner shall keep his Unit in a good state of preservation and cleanliness. If any state arises which requires maintenance or cleaning and it is not taken care of by the Owner or the Owner(s)' agent, the Board has the right to take care of the problem and to bill the Owner or the agent.
4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Dwelling or on any lot, except that dogs or cats may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two pets may be kept in any Dwelling. Each Owner shall be responsible for the behavior of his/her pet, and shall promptly repair any damage done by, and clean up any mess made by such pet(s).

**DOG OWNERS ARE SUBJECT TO THE FOLLOWING ADDITIONAL REQUIREMENTS:**

- A. Dogs must be constantly secured and tethered to their host when outside the Owner's Private Deeded area.
- B. Dog wastes must be immediately removed and sanitarly disposed of in a proper receptacle by the Owner or his/her agent.
- C. Dog wastes and urination are not permitted on any Private Deeded area EXCEPT the dog Owner(s)' Private Deeded area. Dog walking is not permitted on any Private Deeded area EXCEPT the dog's Owner(s)' Private Deeded area.

general Common area or Private Deeded area by any Owner without the prior written approval of the Board of Directors.

10. Any damage to the Common area or the private Deeded areas caused by an Owner, their family, guests, visitors, invitees, employees, agents, or tenants shall be repaired at the expense of the Owner.

11. All Owners, families, and guests shall observe the Rules and Regulations of the tennis courts area.

12. No signs may be posted on the exterior of any building or Lot without the authorization of the Board of Directors.

13. Exterior lighting must conform to the Community. Additional exterior lighting must be in conformance with the rest of the Community and must be approved by the Board of Directors. Lights must be aimed toward the ground and in no manner whatsoever reflect into an adjacent, adjoining or neighboring home or create a nuisance to any Owner.

14. All mailboxes must conform to the Community. Replacements must be the same as the Community standard.

15. Garage doors are to be kept closed at all times, except for the immediate use of automobile and Owner's egress or ingress.

16. No play equipment such as swings, etc. are allowed except on a temporary basis for 1-2 days.

17. No flag poles may be erected on any Private Deeded area. American flags may be flown if attached to the garage or the house and must not infringe on your neighbors.

18. No changes shall be made to the exterior colors of the siding, the trim, garage door, etc.

19. Any permanent item(s) such as a statue, furniture, etc. added to the exterior Private or Common area must be approved by the Board of Directors prior to adding the item(s).

D. Common area usage for dog waste and urination is permitted on grass areas only (not on or near trees, bushes, or flowers) of the Common islands, and any of the Common areas, EXCEPT anywhere on the front entry island and the side entry and exit areas.

E. If a dog is declared a nuisance by the Board as a result of a complaint filed in writing by a HOA member, the Owner shall be compelled to abate the nuisance within a reasonable amount of time. If unsuccessful in so doing, the Owner shall be compelled to remove the dog from Tall Trees.

F. The Board has the right to change these rules if problems arise or if the changes in areas allowed for dog wastes and urination creates problems. If significant problems arise, the Board will be compelled to eliminate the privilege to have dogs.

5. Garbage and rubbish shall not be burned, dumped or allowed to remain on any Lot. Garbage and rubbish must be kept in closed metal or plastic receptacles and placed outside of Units for collection in accordance with the regulations of the Township. The Township requires that no trash may be placed at the curb for collection prior to the day before said collection is scheduled. At all other times, trash receptacles must be stored in the interior of the Unit. Recycling containers must be placed outside of Units for collection in accordance with the regulations of the Township. The Township requires that no recycling containers may be placed at the curb for collection prior to the day before said collection is scheduled. At all other times, recycling containers must be stored in the interior of the Unit.

6. Laundry poles and lines outside the Dwelling are prohibited at all times.

7. No radio, television, or similar aerial or antenna or satellite dish or any similar item shall be placed in any portion of the Common area. No radio, television, or similar aerial or antenna or satellite dish or any similar item shall be erected on any Lot or attached to the exterior of any Unit, deck, porch, etc. without the approval of the Board of Directors.

- Conditions of approval would include, but not be limited to, that the antenna or dish would not be visible from the street, would not be obvious to people walking in the vicinity, would be of reasonable size and shape, and that approval from the neighbors would be required.

8. Any Common sidewalks, driveways, entrances, or passageways should not be obstructed or used by any Owner for any purpose other than ingress or egress from the Unit. United States Postal regulations prohibit vehicles being parked in front of mailboxes.

9. No work of any kind shall be done upon the exterior building walls or upon the



These Rules and Regulations may be modified, added to or repealed at any time by the Board of Directors in accordance with Section 8.03 of the Declaration. These were approved and adopted by resolution of the Board on October 11, 1999.

s/ \_\_\_\_\_  
Richard Stern, President

10/11/99  
Date

s/ \_\_\_\_\_  
Allen Pottash, Vice President

s/ \_\_\_\_\_  
William Rush, Treasurer

s/ \_\_\_\_\_  
Irving Orenstein, Secretary

s/ \_\_\_\_\_  
Herbert Miller, Board Member