

RESOLUTION ADOPTING
FIRST AMENDMENT TO BYLAWS
OF
BLOSSOM HILL
HOME OWNERS ASSOCIATION

WHEREAS, the original Bylaws of Blossom Hill Home Owners Association were adopted on June 26, 2008;

WHEREAS, Article VII, Section 7.1 of the Bylaws provides that the Bylaws may be amended by an affirmative vote of the majority of all of the Percentage Interests of the Units;

WHEREAS, notice of the proposed amendments to the Bylaws was given to Unit Owners in accordance with Section 8.1 of the Bylaws;

WHEREAS, notice of proposed amendments to the Bylaws do not need to be provided to all Eligible Mortgagees if the provisions do not impair or affect the rights of the Permitted Mortgagees, per Section 7.2 of the Bylaws;

WHEREAS, at the Special Meeting of the Members held on the date listed below, at least the requisite number of Members being present to constitute a quorum, _____ of the Members present voted in favor of the following amendments to the Bylaws:

NOW, THEREFORE, in accordance with Section 7.1 of the Bylaws, the Members hereby adopt the following amendments to the Bylaws:

1. **Article 2 The Association, Section 2.2 Annual Meetings.**, shall be fully deleted and replaced with:

2.2 Annual Meetings. The annual meetings of the Association shall be held on a date and at a time convenient to the Members, at the discretion of the Executive Board, but no more than fourteen (14) months following the prior year's annual meeting. At such annual meetings, the Executive Board shall be elected in accordance with the requirements of Section 2.7 and Section 3.3 of these Bylaws (subject to Article XIII of the Declaration and Section 2.4 of these Bylaws) and such other business as may properly come before the meeting may be transacted.

- a. Only Unit Owners in Good Standing, as defined in the Act, may attend a meeting of the Association, speak at such meeting, or cast a vote;

2. **Article 2 The Association, Section 2.3 Place of Meetings.**, shall be amended with additional language:

At the discretion of the Board, any meeting of the membership may be held by any electronic means, or by a hybrid of in-person and electronic means, by which all attendees can hear each other and communicate in real time;

3. **Article 2 The Association, Section 2.4 Special Meetings.**, shall be amended to clarify that only Unit Owners in Good Standing, as defined in the Act, may attend a meeting of the Association, speak at such meeting, or cast a vote.
4. **Article 2 The Association, Section 2.7 Voting.**, shall be amended with the following language:

At the discretion of the Board, any election or other meeting requiring a vote of the membership may use any or all of the following methods to vote:

- a. In-person ballots;
 - b. Giving proxies to qualified persons in attendance at the meeting as per Section 2.8;
 - c. Absentee ballots;
 - d. Any electronic ballot, voting system or method.
5. **Article 2 The Association, Section 2.9 Quorum.** shall be amended accordingly:
 - a. To define Unit Owners as “Unit Owners in Good Standing” as defined in the 1st Amendment to the Declaration, Article I, Section 1.3 (ee).
 - b. Proxies, absentee ballots and electronic votes shall count as voting members present toward the meeting quorum.
 6. **Article 3 The Executive Board, Section 3.1 Number and Qualification.** shall be amended to require of the five (5) board members, that one (1) member must be elected only by the owners of and shall represent only the Duplex Homes and Townhomes, combined. The remaining four (4) members may live in any residential Dwelling or Unit type.
 7. **Article 3 The Executive Board, Section 3.2 Delegation of Powers; Managing Agent.**

Section 3.2.3 shall be deleted in full.
 8. **Article 3 The Executive Board, Section 3.3 Election and Term of Office.**, Section 3.3.1 shall be amended to state that Board members must be Unit Owners in Good Standing as defined in the 1st Amendment to the Declaration, Article I, Section 1.3 (ee). A Unit Owner who is not in Good Standing shall be deemed to tender their resignation and be removed from the Executive Board if the lack of Good Standing lasts for more than sixty (60) days.

9. **Article 3 The Executive Board, Section 3.7 Regular Meetings**, shall be amended with additional language:

At the discretion of the Board, any meeting of the Board may be held by any electronic means, or by a hybrid of in-person and electronic means, by which all attendees can hear each other and communicate in real time;

10. **Article 5 Common Expenses; Budgets, Section 5.3 Assessment and Payment of Common Expenses, Section 5.3.2 Reserves**, shall be deleted in full and replaced with the following:

5.3.2 Reserves. The Executive Board shall build up and maintain reasonable reserves account, separate from the operating account, for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit Owner's assessments, the Executive Board may at any time levy further assessments for Common Expense which shall be assessed against the Unit Owners either according to their respective shares of the Common Expenses, and shall be payable in one or more quarter annual assessments as the Executive Board may determine.

11. **Article 8 Miscellaneous, Section 8.1 Notices**, shall be amended to include that all meeting notices, official notices, and other Association communication to Unit Owners and to Board members may be given electronically, to an email address provided by the Unit Owner;

- a. Day to day communications and emergencies may be sent via text message, provided each Unit Owner consents to text notifications by providing a cell phone number to the Association.

CERTIFICATION:

I, the undersigned Secretary of the Blossom Hill Home Owners Association, hereby certify that a duly-noticed meeting of the Members of the Association took place on _____ (date) at _____ (location), that a quorum of the Members was present at the meeting and that the above motion was passed by a majority of all of the Percentage Interests of the Units present at such meeting.

_____, Secretary

Prepared by & Return to:
Marshal Granor, Esq.
721 Dresher Road, Suite 1000
Horsham, PA 19044
215-830-1100

Parcel ID No(s).

First Amendment to Declaration of Blossom Hill a Planned Community

First Amendment to Declaration of Blossom Hill, a Planned Community

THIS AMENDMENT is made this ____ day of _____, 2025 by **Blossom Hill Home Owners Association**, ("Association"), controlling Blossom Hill, a Planned Community.

BACKGROUND:

1. Pursuant to the Declaration executed by DGB Properties, LP ("Declarant") dated June 6, 2008 and recorded on June 24, 2008 in the office for the Recording of Deeds in and for Mifflin County, Pennsylvania, in Deed Book 0578 Page 2571 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §5101 et seq. ("Act") certain real estate described therein and created a Planned Community known as Blossom Hill, a Planned Community ("the Planned Community").

2. At a meeting of the Association Unit Owners held on _____, the Members, by _____ vote, being more than the 67% required by Article V of the Declaration and Section 5219 of the Act to amend the Declaration, voted to adopt this First Amendment to Declaration. The members likewise authorized the President and Secretary to execute and to record this First Amendment.

NOW, THEREFORE, the Declaration shall be amended as follows:

A. Article 1.3 (z) shall be restated, as follows:

z. "Townhouse Amenities" means those maintenance and repair services appurtenant to the Townhouse Units and to Controlled Facilities on Townhouse Units, as described herein.

B. Article I, Section 1.3, the following defined terms shall be added:

ee. "Unit Owner in Good Standing" means any Unit Owner against whom the Association does not hold an uncollected Delinquency Assessment or judgment, or who has not been notified of a continuing violation of the Planned Community Documents.

ff. "Duplex Amenities" means those maintenance and repair services appurtenant to the Duplex Units and to Controlled Facilities on Duplex Units, as described herein.

C. Article II Section 2.3 (c) shall be deleted in full

D. Article II Section 2.3 shall have the following language added, as follows:

(c) This Section establishes the requirements for duplex and townhome owners concerning the maintenance, repair, and replacement of shared structural components including, but not limited, to roofing, shingles, and siding, to ensure uniformity, structural integrity, and aesthetic consistency within the Community.

(d) Mandatory Cooperation among adjoining Unit Owners

1. When replacing any major exterior component of a duplex or townhome, including but not limited to the roof, shingles, or siding, all Unit Owners within the connected structure must coordinate and complete the replacement as a whole.
2. The replacement must be conducted in a manner that ensures uniformity in materials, color, and quality to maintain a consistent appearance and property value. The Association may provide a list of standard colors and materials for use by the Owners.
3. Each Unit Owner is equally responsible for the costs and coordination of the replacement work, unless otherwise agreed upon between the parties.
4. Any replacement project must comply with applicable local building codes and Association guidelines. All necessary Association and municipal approvals must be obtained before work commences.
5. Each Unit Owner is permitted to repair their Unit as long as such repairs do not impact the shared structure, integrity, or appearance of the duplex or townhome. Such repairs must be conducted in a manner that maintains consistency in materials and aesthetics with the adjoining units.
6. Any repair that alters the uniformity of the duplex or townhome's appearance or affects structural integrity must be reviewed and approved by the Association before proceeding.

(e) Enforcement and Procedure:

1. Failure to adhere to the Association maintenance, repair and replacement requirements may result in fines or enforcement actions.
2. In the event of a dispute between duplex or townhome homeowners regarding required replacements or repairs, the matter shall be presented to the Association for mediation and resolution.
3. Unit Owners are encouraged to communicate and collaborate with each other in good faith to ensure compliance and maintain community standards.

E. Article III, Section 3.1 shall be deleted in full and replaced with the following:

Section 3.1 Common Elements.

(a) Certain portions of the Community are Common Elements, as shown in the Plat or otherwise described as such in this Declaration. Such Common Elements include:

1. Open Space, pedestrian trails, sidewalks, Storm Water Management Facilities that are not dedicated to the Township or otherwise which the Association must maintain (including Storm Water Management Facilities upon Lots 2, 21 through 26, and 143), and recreational areas.
2. Street lights that are owned by the Association or that the Association is required to maintain.
3. The costs of maintaining, repairing, replacing, insuring and operating the Common Elements shall be General Common Expenses.

(b) Certain portions of the Community are Townhouse Controlled Facilities. The following shall be Controlled Facilities of the Townhouse Units to the extent necessary for the Association to perform its maintenance obligations relating to the Townhouse Amenities:

1. Lawn areas. The Association may mow lawns and otherwise care for lawn areas, as a Limited Common Expense to be paid assessed against only Townhouse Units and paid only by the Townhouse Unit Owners,
2. Roofs,
3. Downspouts and gutters,
4. Soffit, facie, siding, masonry surfaces, and other exterior surfaces of Townhouses erected on Townhouse Units.

(c) Certain portions of the Community are Controlled Facilities on all Unit types, as follows:

1. The surface of easement areas upon Units designated for storm water, utilities, community identification signs and the like, which shall be mowed, shrubbery trimmed, and inlets, outlets, and similar drainage facilities cleaned by and paid for by the responsible Unit Owner.
2. Sidewalks located upon a Unit and sidewalks and unpaved areas between a Unit and a street shall be maintained and repaired by adjoining the Unit Owner at such Unit Owner's expense.

(d) The exteriors surface of Duplexes erected on Duplex Units are Controlled Facilities. The Association may control the timing of repairs and replacements to Controlled Facilities and may enter onto a Unit to perform work if the unit Owner fails to do so in a reasonable period of time. The Association may control exterior materials, colors, methods of installation and similar matters.

(e) The Association shall provide routine trash and refuse pick-up for all Units, with the costs being assessed as a General Common Expense against each Unit. All Unit Owners and occupants shall comply with such Rules and Regulations as the Association may from time to time adopt regarding trash and refuse pick-up and the terms of service established by the providers of such services.

(f) Certain portions of the Community are Limited Common Facilities. The unpaved areas between a Unit and the street shall be a Limited Common Facility appurtenant to the adjoining Unit. Except for routine mowing, which shall be performed by the Association and charged as a Limited Common Expense, this area will be maintained by the adjoining Unit Owner.

(g) If the Association fails to maintain Storm Water Management Facilities that are its responsibility, or if the Association fails to maintain Open Space, or if the Association otherwise fails to maintain Controlled Facilities, the Township will have the right, but not the duty, to make necessary repairs at the expense of the Association and Unit Owners. Should said repairs be made and maintenance performed by the Township, the cost of the repairs or maintenance by the Township may be assessed against the Association. Failure to make timely payment to the Township, will allow the Township to file a Municipal Claim and enter a Municipal Lien against the Association and the Property, as well as against the Units in the Community per the Municipal Claims law (53 P.S. § 7101 *et seq.*, as amended from time to time) in the amount of such cost of repair or maintenance, together with interest and reasonable attorneys' fees. The Township may proceed to recover the cost of such repair or maintenance through proceedings in equity or at law as authorized under the provisions of the Second Class Township Code, (53 P.S. § 65101 *et seq.*, as amended from time to time) and/or the Township may otherwise enforce its rights against the Association and/or the Units by an appropriate action at law or in equity. Furthermore, the Township at all times relevant, otherwise maintains its right to bring an appropriate action in law or equity to require the Association and/or the Unit Owners to perform the applicable maintenance or make the appropriate repairs.

F. Article VIII, Section 8.1 (w) shall be deleted and replaced with:

w. Except for propane fueled grills, any above ground or underground pumps, water, gas or other storage tanks are prohibited.

G. Article VIII, Section 8.1 (y) is added, as follows:

y. Superseding the prohibitions in Sections 8.1.L, 8.1.O and 8.3 hereof, “Temporary Structures” are permitted to be placed on Units and Common Elements, subject to the following strict limitations:

(1) “Temporary Structures” shall include, but are not limited to, trampolines, pop-up canopies, tents, inflatable play equipment, and other similar items that are not permanently affixed to the ground or Building.

(2) Securement Requirements: All Temporary Structures shall be properly secured to prevent movement or displacement due to wind or other environmental factors.

(3) Securement methods may include ground stakes, sandbags, weighted anchors, or other appropriate means based on the manufacturer’s recommendations and weather conditions. Residents shall inspect securement mechanisms regularly and ensure they remain in good condition.

(4) Location Restrictions: Temporary Structures shall not obstruct sidewalks, driveways, or common areas. Placement must comply with existing setback requirements and may not encroach on neighboring properties.

(5) The Unit Owner and any non-Unit Owner resident shall be solely responsible for any damage caused to person or property, and for any legal liability, arising from the installation, use or abuse of the Temporary Structure, from any source whatsoever.

(6) The Executive Board may provide more specific Rules and Regulations regarding Temporary Structures, including limiting certain types of Temporary Structures and imposing fines for noncompliance.

Article XI, Section 11.3 shall be amended to include an imposition of a Capital Improvement Fee upon Transfer of a Unit, as follows:

In accordance with Section 5302 (a)(12) of the Act, as it may be amended, the Executive Board may impose upon the resale or transfer of each Unit, a fee that does not exceed the Annual Assessment for general Common Expenses charged to such Unit, which fund may be expended only for new capital improvements or replacement of existing Common and Controlled Facilities. This fee may be adjusted by the Executive Board from time to time by a majority vote of the Board. In addition, the association management company may charge a reasonable fee to prepare resale documents.

NOW, THEREFORE, the Declaration is amended as set forth above. Any provisions of the Declaration not specifically amended hereby shall continue in full force and effect.

This First Amendment shall be effective upon the date of recording in the Office of the Recorder of Deeds of Mifflin County, Pennsylvania.

In Witness Whereof, **Tyler Napikoski**, president of Blossom Hill Home Owners Association, with the authority granted to him by the vote of the Unit Owners, hereby executes this First Amendment to Declaration this ____ day of _____, 2025.

Blossom Hill Home Owners Association

Attest: _____ By: _____
Secretary Tyler Napikoski, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2025, before me, the undersigned officer, personally appeared Tyler Napikoski who acknowledged himself to be the President of Blossom Hill Home Owners Association, and that he, as such officer, being duly authorized to do so, signed his name as the President and executed the foregoing First Amendment to Declaration for the purposes therein contained.

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

NOTARY PUBLIC