

FOLMONT

**PROPERTY OWNERS
ASSOCIATION DOCUMENTS**



**BRIEF INTRODUCTION TO THE
FOLMONT PROPERTY OWNERS ASSOCIATION AND
SYNOPSIS OF ENVIRONMENTAL COVENANTS**

The Folmont Property Owners Association was created to preserve the environment and the rural, residential and recreational nature of Folmont, and to provide a means of maintaining the roads, parks and other common areas within Folmont.

The Association is organized through three basic organizational documents:

- a. The Amended and Restated Declaration of Covenants,
- b. The Articles of Incorporation, and
- c. The By-Laws.

The Covenants have been recorded in Somerset County. They apply to all of the property contained in the recorded subdivision areas at Folmont, and may be extended to include any new subdivisions that are created.

Generally speaking, the Covenants provide:

- a. That each property owner, including The Wilderness Club, shall be a member of the Association, and there shall be one (1) vote per lot;
- b. That each member has the right to use the roads, parks and other common areas within Folmont subject to some regulations;
- c. That the activities of the Association and maintenance of the common areas and common facilities will be funded by annual assessments and, in very limited cases, by special assessments. The assessments which may be collected are strictly limited by the Covenants. The annual assessment cannot exceed \$50 per lot. Future increases in the \$50 maximum annual assessment will be limited to no more than the percentage increases in the cost of the living index for the Pittsburgh area unless greater increases are approved by 75% of the property owners. Until 1995, such increases will also require the approval of the Wilderness Club. Special assessments may be levied for limited purposes in limited amounts and on limited times, and must be similarly approved by the property owners and The Wilderness Club.
- d. For architectural and environmental controls over what may be constructed or placed upon the property, (e.g. no mobile homes or shacks, 600 SF minimum building size, limited tree cutting, no mining or excavation, etc.).
- e. For restrictions on the subdivision or use of and activities which may take place upon the property, such as are common in residential zoning ordinances;

f. For set-back distances and easements needed for underground utilities, private roads and other specified limited purposes.

The Articles of Incorporation created the Association as a Pennsylvania non-profit corporation and the By-Laws provide rules for governing the Association.

Association meetings must take place on weekends and in Allegheny County unless 75% of the members consent in writing to change the location of meeting to Somerset or Bedford County.

In summary, FOLMONT offers the benefit of growth within environmentally and aesthetically sound guidelines in return for the property owners' acceptance of responsibility to the community through the Association and the Covenants.

This brief introduction to the FOLMONT Property Owners Association and synopsis of covenants contains only the highlights of the provisions of the Association Documents. The Wilderness Club urges you to read the Association Document at your leisure.

We welcome you to the community of tomorrow.

Sincerely,

The Wilderness Club

SOMERSET COUNTY
DEED BOOK
FOLMONT

AMENDED AND RESTATED
DECLARATION OF COVENANTS

FOLMONT

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AMENDED AND RESTATED
DECLARATION OF COVENANTS

THIS AMENDED AND RESTATED DECLARATION, is made by THE WILDERNESS CLUB, a Pennsylvania limited partnership, and the undersigned Property Owners, hereinafter sometimes called “Owners”, and the undersigned Mortgagees, all of whom sometimes collectively called “the Declarants”.

WHEREAS, the Declarants are at least seventy-five percent (75%) of the owners and mortgagees of the real property described in Section 2.1 hereof and desire to create thereon a rural residential and recreational community with permanent common areas and community facilities for the benefit of the said community; and

WHEREAS, the Declarants desire to provide for the preservation of the value, amenities and environmental quality in said community and for the maintenance of said common areas and community facilities; and to this end, desire to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, all of which are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarants deem it desirable, for the efficient preservation of the values, amenities and environment quality in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarants have formed (or intend to form) the Folmont Property Owners Association as a non-profit corporation without capital stock under the laws of the Commonwealth of Pennsylvania for the purposes of carrying out the powers and duties aforesaid; and

WHEREAS, the Wilderness Club has previously filed a Stipulation of Covenants and Restrictions (“the Stipulation”) and an Amendment to the Stipulation as to the Property described in Section 2.1 hereof, each of which are recorded among the Land Records of Somerset County, Pennsylvania, and Bedford County, Pennsylvania; and

WHEREAS, the Stipulation provides that it may be amended by an instrument agreed to and signed by at least seventy-five percent (75%) of the then owners and mortgagees and by The Wilderness Club, or its assigns, and recorded; and

WHEREAS, the owners of the Property subject to the Stipulation have previously agreed in writing to become members of the Folmont Property Owners Association; and

WHEREAS, the Declarants wish to completely amend and restate the Stipulation as amended;

NOW, THEREFORE, the Declarants hereby declare that the real property described in Section 2.1 hereof and any property hereafter annexed pursuant to Section 2.2 hereof is and shall be held or encumbered, sold, leased, rented, used, occupied and improved subject to the provisions of this Declaration, which supersedes and amends all prior stipulations as to protective covenants and restrictions and any amendments thereto to read as hereinafter set forth:

ARTICLE I

Section 1.1. Definitions.

The following words, when used in this Declaration shall have the following meanings:

- (a) "Association" – the Folmont Property Owners Association and its successors or assigns.
- (b) "Board" or "Board of Directors" – the Board of Directors of the Association.
- (c) "The Property" or "Properties" – all real property described in Section 2.1 hereof and such additions thereto as are hereafter made pursuant to the provisions of Section 2.2
- (d) "Lot" – all subdivided parcels or property which are part of The Property, including Lots resulting from those subdivisions of existing Lots which are permitted hereunder and by law but excluding Common Areas.
- (e) "Common Areas" or "Community Facilities" – all real property owned by the Association for the benefit, use and enjoyment of its members, together with all improvements located thereon and all personal property incidental thereto which may be owned by the Association; all non-dedicated roads, and all rights-of-way, and all non-dedicated designated park areas within The Property.
- (f) "Dwelling" or "Dwelling Unit" – any building or portion of a building situate upon The Property intended for use as a complete residence of a single family.
- (g) "Multifamily Building" – any building situate upon the Property containing two (2) or more Dwellings.
- (h) "Owner" – shall mean and refer to the record owner, whether one or more persons or entities, (including the Wilderness Club) of the fee simple title to any Lot situate on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.
- (i) "Member" – shall mean and refer to every person, group of persons or entity holding membership in the Association.
- (j) "Folmont" – shall mean and refer to any and all real property which is within the land described in Exhibit "B" attached hereto and made a part hereof and/or any adjoining land designated by The Wilderness Club, or the Association as being a part of Folmont.

(k) “Institutional Mortgages” – shall mean any person or entity holding a mortgage on a Lot which is The Wilderness Club, a bank savings association, savings and loan association, savings bank, credit union, trust company, mortgage company, insurance company, mortgage insurance company, GNMA, FHLMC and any corporation or agency which is affiliated with the United States government or the Commonwealth of Pennsylvania or any agency thereof.

(l) “Declaration” – shall mean and refer to this Amended and Restated Declaration of Covenants.

ARTICLE II

Section 2.1. Property Subject to Declaration.

The real property subject to this Declaration is located in the Commonwealth of Pennsylvania, and is more particularly described on Exhibit “A” attached hereto and made a part hereof.

Section 2.2. Additions.

The Wilderness Club, until January 1, 1995, and thereafter the Association shall have the absolute right and authority to bring within the terms and conditions of this Declaration any real property which is within Folmont by annexation as hereinafter provided for, and provided that the owner of such real property consents thereto in writing.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording among the respective Land Records for Somerset County and Bedford County, Pennsylvania, a Supplementary Declaration of Covenants and Restrictions executed alone by the Wilderness Club, or after January 1, 1995, by the Association. Such Supplementary Declaration shall extend the scheme of the within Covenants and Restrictions to the annexed property.

ARTICLE III

Section 3.1. Membership Classes and Voting Rights

The Association shall have two (2) classes of voting membership.

(a) The Class A members shall be every owner except The Wilderness Club. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one (1) person, group of persons, or entity is a record owner of a fee interest in any Lot then, except as set forth in 3.1(d) and (e), each person and/or entity shall be a Member but there shall be only one vote for the membership appurtenant to such Lot which shall be exercised as the Owners of the Lot among themselves determine. The Owner of two (2) contiguous Lots which are approximately five (5) acres

in size may elect to hold one (1) membership for the two (2) Lots entitling such Owner to only one (1) vote for the two (2) Lots and subjecting such Owner to only (1) assessment.

(b) The Class B Member shall be the Wilderness Club, its successors and assigns, and it shall be entitled to one (1) vote and be subject to one (1) assessment for each Lot of which it is a record owner of the fee interest. If the Wilderness Club is the owner of two (2) contiguous lots of approximately five (5) acres each, it may elect to hold only one (1) membership for the two (2) lots, entitling it to only one (1) vote and subjecting it to only one (1) assessment. The Class B membership will cease on January 1, 1995, or at such earlier time as the Class B Member delivers its resignation, at which time The Wilderness Club shall possess one (1) Class membership for each Lot it so owns.

(c) Association membership shall be appurtenant to the ownership of any Lot and may not be separate therefrom.

(d) In the event an Owner is a corporation, club, association or other entity, members of such entity shall not be members of the association.

(e) In the event an Owner is a group of seven or more persons who are not each related to the other by blood or marriage, no more than six of such group shall have the rights of membership in the association.

Section 3.2. Action Required by Membership Classes

Whenever in this Declaration any action is required to be taken by a specified percentage of “each class of then members” of the Association, then such action shall be required to be taken separately by vote of the specified percentage of the then Class A members of the Association and, until such time as The Wilderness Club ceases to be a Class B member, shall require the written approval of The Wilderness Club. Whenever in this Declaration any action is required to be taken by a specified percentage of “both classes of the then members” of the Association or by a specified percentage of “then members” of the Association, then such action shall be required to be taken by vote of a specified percentage of the then cumulative Membership of the Association.

ARTICLE IV

Section 4.1. Member’s Right of Enjoyment.

Every Member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to limit the number of guests of members using the Common Areas and Community Facilities; and

(b) The right of the Association to suspend the voting rights and the rights to use of the Common Areas and Community Facilities (except the right to use of roads and streets, which right shall not be subject to suspension) during any period during which any assessment remains unpaid; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by approval of three-fourths (3/4ths) of each class of the then members in writing or at a meeting called for this purpose in accordance with Section 5.6; and

(d) The right of the Association, acting by and through its Board of Directors, to grant rights-of-way and/or easements in or through the Common Area or Community Facilities for any public or private utility purpose (including cable television) to any municipal agency, public or private utility or to the Wilderness Club for the purpose of the installation and/or maintenance of such utilities as may be necessary to serve any of the Common Areas or Community Facilities or to serve any other portion of Folmont; provided, however, that such easements and/or rights-of-way shall not be permanently inconsistent with the enjoyment of the Common Areas and Community Facilities by the members of the Association.

Section 4.2. Delegation of Right of Use.

Any Member may delegate and share his rights to the use and enjoyment of the Common Areas and Community Facilities to the members of his family who reside with him and/or to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

Section 4.3. Maintenance of Common Areas.

The Association shall be responsible for the care and maintenance of the Common Areas and Common Facilities, including the improvements erected thereon; and may also be responsible for the care and maintenance of property, including rights-of-way, dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

ARTICLE V

Section 5.1. Covenant for Maintenance Assessments.

Each person, group of persons or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special

assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments authorized by this Article V shall be equal for all Lots regardless of size. Lots formed by subdivision of existing Lots shall each be considered a Lot, except that the Owner of two (2) contiguous Lots which are approximately five (5) acres in size may elect, as set forth in Section 3.2, to treat such Lots as one Lot for the purpose of determining voting rights and assessments. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall from the time levied until the time collected be a charge on the land and shall be a continuing lien upon the Property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

Section 5.2. Purpose of Assessment.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents of The Property and in particular for the improvement and maintenance of the Common Areas and Community Facilities and, to the extent herein provided, of the Dwellings situated on The Property.

Section 5.3. Annual Assessments

The initial maximum annual assessment for each Lot shall not exceed Fifty Dollars (\$50.00), and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum hereinabove provided for. No assessment may be levied prior to the year 1977.

Section 5.4. Increase in Maximum Assessment.

(a) From and after January 1, 1979, the maximum annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the membership, by not more than the percentage of increase, if any, of the United States Department of Labor Consumer Price Index for Urban Clerical Wage Earners and Clerical Workers for the Pittsburgh, Pennsylvania Metropolitan Area during the preceding year.

(b) From and after January 1, 1979, the maximum annual assessment for all memberships may be increased above that established by the preceding paragraph only by a vote of members, as hereinafter provided, for the next succeeding year and at the end of such year and each year thereafter for the next succeeding year. Any change made pursuant to this paragraph shall have the assent of three-fourths (3/4ths) of each class of the members who are voting in person or by proxy at a meeting called for this purpose. A meeting of the members shall be duly called for this purpose.

Section 5.5. Special Assessments.

In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto; provided that only one such assessment shall be levied in any assessment year, the amount of such assessment shall not exceed four (4) times the annual assessment for the assessment year in which it is levied, and any such assessment shall have the assent of three-fourths (3/4ths) of each class of the members who are voting in person or by proxy at a meeting called for this purpose. A meeting of the members shall be duly called for this purpose. Any special assessments levied by the Association pursuant to the provisions of this Section shall be assessed equally against each Lot.

Section 5.6. Location, Time, Notice and Quorum for any Meetings

Written notice of the time, place and purpose of any meeting shall be sent to all members not less than twenty (20) days nor more than forty (40) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 any preceding meeting. All meetings governed by this Section shall be held during weekends and in Allegheny County, Pennsylvania. Such meetings may be held in Somerset or Bedford Counties, provided three-fourths (3/4ths) of the then members consent in writing.

Section 5.7. Reserve for Replacements.

The Association shall establish and maintain a reserve fund for replacements by the allocation and payment annually to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a non-refundable capital contribution by the members to the Association. Such fund shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of American or may, in the discretion of the Board of Directors be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of all or any part or portions of the Common Areas and Community Facilities and for other capital improvements, including without limitation major road repairs. The proportionate interest of any member in any reserve for replacements shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot. The Board may, in the event it determines that the Association has

accumulated a reserve fund in excess of the Association's reasonable needs, elect to return a portion of the accumulated reserve for replacements to the members and/or temporarily terminate or reduce the allocation of funds to such reserve.

Section 5.8 Commencement of Annual Assessments.

The annual assessment for each membership shall commence on the first day of the month following the conveyance of the Lot to which such membership is appurtenant to the member. The first annual assessment for any such membership shall be made pro rata for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Lot for any year after the first year, shall become due and payable and a lien on the first day of said year, or as the Board of Directors may otherwise provide. Upon resolution of the Board, installments of annual assessments may be levied, become due and payable and collected on a monthly, quarterly, semi-annual or annual basis.

It shall be the duty of the Board of Directors of the Association to prepare an annual budget for the Association and to periodically fix the amount of the annual assessment against each Lot for each assessment period. The Board of Directors shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the amount of the assessment shall thereupon be sent to the Owner of any Lot subject thereto.

Section 5.9 Assessment of the Wilderness Club

The Wilderness Club shall pay an annual assessment or special assessment for each Lot of which it is the record owner of the fee interest, in the same amounts and upon the same terms and conditions as apply to Class A members.

Section 5.10. Assessment Certificates.

The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

ARTICLE VI

Section 6.1. Non-Payment of Assessment.

Any assessment or installation thereof levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon continue to be a lien upon the Lot against which such assessment is levied which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment may bear interest at a rate not to exceed the lesser of the highest rate permitted by law or eight percent (8%) per annum, and the Association may also bring an action at law against the Owner personally obligated to pay the same, in which event, interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No owner may waive or otherwise escape liability for the assessments herein provided by non-use of the Common Areas or Community Facilities or abandonment of his Lot or Dwelling.

Section 6.2. Subordination Provision.

The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment. Sale or transfer of a Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 6.3. Additional Default.

Any recorded first mortgage secured on any Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof. The protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 6.2 of this Article shall not be altered, modified, or diminished by reason of such failure.

Section 6.4. Definitions.

As used in this Declaration, the term "mortgage" shall include deed of trust and term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

ARTICLE VII

Section 7.1. Architectural Control Committee.

The Architectural and Environmental Control Committee (hereinafter Architectural Control Committee) shall be composed of three (3) or more natural persons designated from time to time by The Wilderness Club. Such persons shall serve at the pleasure of The Wilderness Club. From and after the time

The Wilderness Club ceases to be a Class B member or notifies the Association that it no longer desires to designate the membership of the Architectural Control Committee, the members of the Architectural Control Committee shall be designated by and serve at the pleasure of the Board of Directors. In the event The Wilderness Club and Board of Directors fail to appoint an Architectural Control Committee, the Board of Directors shall constitute the Committee. The By-Laws of the Architectural Control Committee shall be promulgated by the Board of Directors.

Section 7.2 Improvements and Alterations.

Except for purposes of proper maintenance and repairs, or as otherwise in this Declaration provided, no building whatsoever and no fence, wall or driveway visible at any time from any road, Common Area or contiguous Lot shall be commenced, erected, placed, moved or maintained upon The Property, nor shall any exterior addition to or change (including any change in color) or alteration, joinder or partition thereof be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, materials, color and location of the same (including without limitation, any other information reasonably specified by the Architectural Control Committee) shall have been submitted in duplicate to and approved in writing by the Architectural Control Committee as to harmony of external design, color and location in relation to the surrounding topography and forest setting, as to conformity with the design concept for Folmont, and as to its ecological and environmental effect upon Folmont.

Section 7.3. Restrictions, Standards and Guidelines.

The decisions of the Architectural Control Committee shall be in conformity with the following restrictions, standards and guidelines and in accordance with the provisions of Article VII;

(a) Improvements involving the extensive exterior use of white or pastel shades of painted wood or metal siding or extensive exterior use of light-toned brick or concrete block will be disapproved. Favored designs will include natural wood siding, painted wood siding in dark “forest tones”, such as browns, greens and dark golds, dark-toned brick and natural stone. The intent hereof is to eliminate the classical “suburban” look and encourage a “leisure home” look that will favorably blend in with the natural wooded setting of Folmont and with other homes in the area.

(b) Generally, no fence or all exceeding three (3) feet in height will be approved. In general, chainlike-type fences, white or pastel-colored picket fences and concrete block walls will not be permitted at any location within view of any road or contiguous Lot. Favored designs will include natural stone walls and unpainted split-rail fences.

(c) Any building to be used as a residence shall contain at least 600 square feet of net living space (excluding basement, porch and garage areas) for each Dwelling Unit therein.

(d) Residential density permitted on each Lot shall be limited to one (1) Dwelling per five (5) acres. Multi-family structures shall be permitted on lots of ten (10) or more acres, provided the density does not exceed one (1) Dwelling per five (5) acres.

(e) No more than one single or double detached garage, having architecture consistent with that of the residence and/or one separate structure of a size which would house no more than four (4) horses and/or ponies may be erected on each Lot.

(f) No building shall be located within fifty (50) feet of any property line or road.

Section 7.4. Approvals, etc.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Declaration, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of the Declaration within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 7.5. Limitations.

Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within twelve (12) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action), and shall be substantially completed within twenty-four (24) months following the data of commencement, or within such longer periods as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

Section 7.6. Inspections.

The Association shall have the right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

Section 8.1. Prohibited Uses and Nuisances.

Except for the activities of the Wilderness Club in constructing, improving and maintaining the Common Areas and Common Facilities, necessary to or except with the prior written approval of the Architectural Control Committees:

(a) The subject real estate, and the buildings erected thereon, shall be used only for private residential and/or agricultural purposes except as otherwise provided herein.

(b) No commercial undertaking or activity other than dry farming shall be carried on upon any Lot or within any Dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or become a nuisance to other Owners of The Property.

(c) The non-commercial maintenance, keeping, boarding and/or raising of tame animals shall be permitted, provided that such animals are not permitted to leave the Lot of their Owner and are not a danger, source of annoyance or obnoxious odor or a nuisance to any other Owner and/or occupants of The Property. Such animals shall be attended, fenced in or otherwise under their Owners control at all times and shall be registered, licensed and inoculated as may from time to time be required by law.

(d) No accumulation or storage of litter, milled-lumber, junk, scrap metals, refuse, bulk materials, waste, new or used building materials, refuse, or trash of any other kind shall be permitted on any Lot.

(e) Except as herein elsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, home trailer, or other machinery or equipment of any kind or character, (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of the Property or any Dwelling or other improvements located upon The Property and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Areas and Community Facilities) shall be kept upon The Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(f) No structure of a temporary character or mobile home, basement, shack, garage, barn, or other out-building shall be used on the Property at any time as a residence, either temporary or permanent, except that the land may be used for camping purposes, and in connection therewith a tent or a recreational vehicle, such as a motor home or camping trailer, may be used.

(g) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection, if any. Garbage, trash, and other refuse shall be placed in covered containers.

(h) No Lot shall be divided or subdivided unless each resulting portion is no smaller than five (5) acres, unless the manner of such subdivision is approved by the Architectural Control Committee and unless such subdivision is in accordance with law. The provisions of this subsection shall not be construed to prohibit the granting of any easement and/or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association. Except as otherwise set forth herein, Lots resulting from permitted subdivisions shall each be considered a Lot for the purposes of this Declaration.

(i) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no pipes, wires or utility lines of any kind shall be installed or maintained above the surface of the ground.

(j) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing coal, oil or other hydrocarbons, minerals, gravel or earth, except with the permission of the Architectural Control committee acting in accordance with this Article VIII and the restrictions, standards and guidelines in Article VII.

(k) No sound living trees larger than three (3) inches in diameter shall be cut or destroyed unless,

- (i) The tree is inside of or within ten (10) feet of a proposed building area and/or clearing area approved by the Architectural Control Committee; or
- (ii) The tree can be shown to be a safety hazard; or
- (iii) The tree can be shown to be diseased and thereby a threat to nearby trees; or
- (iv) The cutting is in accordance with a plan for selective cutting or timber management for all or a portion of the premises which has been prepared by a professional forester and submitted to and approved by the Architectural Control Committee; or
- (v) The cutting is in accordance with any other tree cutting plan approved by the Architectural Control Committee.

(l) No excavation shall be made on the Property except for the purpose of building thereon and only at the time when building operations are to commence. No earth shall be removed from the premises except as part of such excavation, without the written consent of the Architectural Control Committee.

(m) No individual water supply or sewage disposal system shall be permitted on the Property unless such system is located, constructed and equipped in accordance with the applicable standards of state and local public health and environmental protection authorities, and unless its location, design and construction is approved in writing by the Architectural Control Committee.

(n) No signs may be erected on the Property, except (i) entrance signs, directional signs, signs for traffic control or safety, Common Areas and Common Facilities, signs, and such promotional signs or signs maintained by the Wilderness Club or the Association; (ii) signs against trespassing, hunting and/or fishing, (iii) one temporary real estate sign not exceeding six (6) square feet in area, erected upon any Lot or attached

to any Dwelling placed upon the market for sale or rent, and (iv) one sign not exceeding ten (10) square feet in area to state the name of the Lot and/or the name and/or address of the Occupant. Any temporary real estate sign shall be removed promptly following the sale or rental of such Dwelling.

(o) No Dwelling or other improvements which are located on The Property shall be permitted to fall into disrepair and all such Dwellings and other improvements shall be maintained in good condition and repair.

(p) The Board of Directors may regulate or prohibit the use and/or operation of all motorcycles, motorbikes, go-carts, snowmobiles, motor scooters, and/or other motor-powered vehicles operated upon any portion of The Property.

(q) There shall be no violation of any rules for the use of the Common Areas or Community Facilities or other community rules and regulations not inconsistent with the provisions of this Declaration, which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 8.2 Enforcement – Right to Remove or Correct Violations

In the event any violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Control Committee required herein, and, the Board may proceed with all remedial and enforcement actions available at law or in equity.

ARTICLE IX

Section 9.1 Easements Across Lots.

The Association and, while it is a Class B member, The Wilderness Club, shall have a 10-foot wide easement within the perimeter of every lot. Said easements shall be for the drainage of surface water and the installation, maintenance, reconstruction and removal of subterranean sanitary sewers, water lines, electric lines, telephone lines, gas lines and other utility lines. The Wilderness Club, while it is a Class B member, and thereafter the Association shall have the right to assign and convey such easements in whole or in part and to permit their use by appropriate municipalities, municipal authorities, utility companies and others. Owners shall not construct any improvements other than driveways, walkways and bridges upon the easement areas and shall not cause debris and other matter to be placed in the easement areas. In the event any work is performed upon or within any such easement(s) by the Association, The Wilderness Club or their respective designees and/or assigns, they shall restore any affected area to its natural contour.

Section 9.2 Easements

The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights-of-way over the Common Areas and Community Facilities for subterranean sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, CATV cables, conduits and for such other purposes related to the provisions of utility services to Folmont as may be considered necessary and appropriate by the Board for the orderly maintenance, preservation and enjoyment of the common areas and community facilities and for the preservation of the health, safety, convenience and welfare of the owners of the lots or the Declarant.

Any and all streets, walkways, roadways, sidewalks and the like, which are owned by the Association shall be subject to non-exclusive easements for ingress, egress and regress for the benefit of all members of the Association, The Wilderness Club, their respective heirs, personal representatives and assigns and all other persons or other parties claiming under any of them.

Neither the Association, nor any lot owner may use or grant for use by others any right-of-way or easement through any part of The Property as an access to any lands that are not a part of The Property.

Section 9.3 Water Courses.

Neither the Association, The Wilderness Club, nor any Owner may perform any action on any natural water course located on the property which would cause permanent and substantial adverse effects to any property located downstream of the situs of such action. The Wilderness Club while it is a Class B member and thereafter the Association shall have the right to enter any lot and/or common area for the purpose of maintaining or improving any water course including, without limitation, the construction and maintenance of water impoundment structures. In such event, the Wilderness Club or the Association, whichever performed or authorized the performance of such work, shall repair and restore any area disturbed by such activities. No such water impoundment which would raise the water level more than 7 feet above its normal level shall be constructed without first obtaining the consent of the affected Owner(s).

Section 9.4 Reservation of Easements Rights by the Declarant

The Wilderness Club is hereby granted a non-exclusive easement and right-of-way in, through, over and across the Common Areas and Community Facilities for the purpose of ingress and egress and for construction on or near such area and, in connection therewith, for the storage of building equipment, machinery supplies and materials.

ARTICLE X

Section 10.1. Zoning.

The provisions of this Declaration shall not be construed to permit any action or use which is now or hereafter prohibited by applicable zoning ordinances, subdivision ordinances or any other applicable law, rule or regulation of any governmental authority and, in the event of any conflict between any of the provisions of

this Declaration and such zoning ordinances or any such law, rule or regulation, then the most restrictive of such provisions shall control.

Section 10.2. Amendment to Subdivision Plans.

No change or amendment in any subdivision plans for any portion of the Property approved by the municipal government(s) having jurisdiction therefore shall be proposed or submitted without the prior written approval of The Wilderness Club while it is a Class B member and thereafter the Association.

ARTICLE XI

Section 11.1 Duration and Amendments.

Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for five (5) successive periods of the (10) years each unless and until terminated. This Declaration may at any time be amended in whole or in part or terminated by a recorded instrument signed by the then Owners of seventy-five percent (75%) of the Lots and, while it is a Class B member, the Wilderness Club. No such agreement to terminate or amendment shall be effective unless made and recorded in advance of the effective date thereof, and unless written notice of the proposed agreement is sent to every Owner and Mortgagee of record at least forty-five (45) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created. No change or circumstances or conditions shall operate to amend any of the provisions of this Declaration, which may be amended only in the manner hereinabove provided for. None of the provisions of this Declaration shall be construed as a condition subsequent or as creating a possibility of reverter.

Section 11.2 Mortgage Consents.

Any other provision of this Declaration to the contrary notwithstanding, the Association shall not, without the prior written consent of the institutional mortgagees holding seventy-five percent (75%) in number of the first mortgages of record:

- (a) abandon or terminate the Declaration; or
- (b) modify or amend any of the substantive provisions of the Declaration; or
- (c) substantially modify the method of determining and collecting maintenance assessments as provided in this Declaration; or
- (d) partition, subdivide, transfer or otherwise dispose of any of the common areas or community facilities.

Section 11.3. Incorporation by Reference on Resale.

In the event any Owner sells or otherwise transfers his Lot, any deed or other document purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration, but the failure to include such a provision shall not invalidate such transfer.

Section 11.4. Notices.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 11.5. Enforcement.

In addition to the remedies set forth elsewhere herein, the Association, The Wilderness Club and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by the provisions of this Declaration. The failure or forbearance by the Association, The Wilderness Club, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. The remedies provided for in this Declaration shall be cumulative and not exclusive.

Section 11.6. No Dedication to Public Use.

Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facilities by any public or municipal agency, authority or utility.

Section 11.7. Right of First Refusal.

The Wilderness Club, while it is a Class B member, the Association and thereafter the Association for the duration of these covenants, have the following right of first refusal as to any Lot any Owner desires to sell: If at any time Owner receives a bonafide offer for the purchase of a Lot or Lots and desires to accept such offer, Owner shall first give written notice ("Owner's Notice") of such offer to The Wilderness Club or the Association, as the case may be, which shall notify such Owner of its election to exercise or not to exercise the right of first refusal by notifying the Owner in writing delivered to Owner within seven (7) days of receipt of Owner's Notice. Failure to so notify Owner within seven (7) days of Owner's Notice shall be deemed an election not to exercise the right of first refusal. If Club or Association exercise the right of first refusal, Club or Association, as the case may be, shall close with Owner upon the same terms and conditions and within the same time as provided for in the offer to Owner, but no sooner than thirty (30) days after Owner's notice.

Section 11.8. Limitation of Liability

Neither the Association nor The Wilderness Club shall be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Neither the Association, nor any Director, Officer, Agent, Employee or Committee Member shall be liable to any Member or Owner for any damage or injury for any action or failure to act excepting only through willful misconduct as determined by a final adjudication by a Court of competent jurisdiction.

Section 11.9. Severability.

Complete or partial invalidation of any one of these covenants or restrictions as to all or any portions of the Property by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 11.10. Captions and Gender.

The captions of this Declaration are intended for convenience only and shall not alter, enlarge, modify or otherwise affect the provisions hereof. Wherever the context so requires, all references to the singular shall include the plural and all references to the masculine gender shall include the feminine and, in both instances, vice versa.

Section 11.11 Effective Date.

This Amended and Restated Declaration of Covenants shall be deemed adopted when recorded and executed by Club and seventy-five percent (75%) of the Owners and Mortgagees of the Lots subject to the Stipulation.

EXHIBIT "A" TO AMENDED AND RESTATED DECLARATION OF COVENANTS BY
THE WILDERNESS CLUB AND OTHERS
FOLMONT

All that certain property situate in Somerset and Bedford Counties, Pennsylvania, being all the property contained in Folmont Subdivision Plan Nos. SP 1, SP 2, SP 2a and SP 3, recorded in the Office of the Recorder of Somerset County at Plan Book Volume 5, Pages 2, 5, 8 and 10, respectively.

Exhibit "A"

EXHIBIT "B" TO AMENDED AND RESTATED DECLARATION OF COVENANTS BY
THE WILDERNESS CLUB AND OTHERS
FOLMONT

All that certain property situate in the Bedford County and Somerset County, Pennsylvania, being more particularly described as follows:

Beginning at a stone pile marker in Allegheny Township, Somerset County, Pennsylvania, common to lands now or formerly of B. F. and G. M. Walters and the Wilderness Club, which stone pile marker is located South 5 Degrees 1 Minute 30 Seconds West 410.97 feet from U. S. Geological Survey benchmark 122 JAS (Benchmark is located approximately 150 feet north of U. S. Route 30 near the boundary line between Somerset County and Bedford County, Pennsylvania); thence along a line of blazed trees dividing lands of Walters and The Wilderness Club South 69 Degrees 57 Minutes 25 Seconds West 2214.31 feet to a stone pile marker; thence along same South 38 Degrees 20 Minutes 55 Seconds West 1053.33 feet to a stone pile marker; thence by same South 38 Degrees 21 Minutes 18 Seconds West 2585.29 feet to a stone pile marker common to lands of Walters, The Wilderness Club, and R. A. and Carl Poorbaugh; thence along the line dividing lands of Poorbaugh and The Wilderness Club North 55 Degrees 16 Minutes 53 Seconds West 1043.27 feet to a point on New Baltimore Road; thence along same North 43 Degrees 53 Minutes 55 Seconds West 1308.45 feet to a stone pile marker; thence along same South 34 Degrees 6 Minutes 5 Seconds West 336.69 feet to a point common to lands of Poorbaugh, The Wilderness Club, and Babcock Enterprises, Inc.; thence along a line dividing lands of Babcock Enterprises, Inc. and the Wilderness Club North 51 Degrees 46 Minutes 30 Seconds West 3001.29 feet to a point in Stonycreek Township, Somerset County, common to lands of Babcock Enterprises, Inc., The Wilderness Club and Wilmore Coal Company; thence along a line dividing lands of Wilmore Coal Company and The Wilderness Club North 42 Degrees 13 Minutes 30 Seconds East 212.50 feet to a point; thence along a line dividing lands of Wilmore Coal Company and The Wilderness Club North 50 Degrees 55 Minutes West 2509.85 feet to a point common to lands of Wilmore Coal Company, The Wilderness Club and Marshall McKalips; thence along a line dividing lands of Marshall McKalips and The Wilderness Club North 62 Degrees East 3970.00 feet to a point on U. S. Route 30 (the dividing line between Stonycreek and Shade Townships, Somerset County); thence along same North 27 Degrees 16 Minutes East 410.00 feet to a point in Shade Township, Somerset County common to lands of Marshall McKalips, The Wilderness Club and F. H. and E. R. Swallow; thence along an old fence line dividing lands of Swallow and

The Wilderness Club South 79 Degrees 56 Minutes 30 Seconds East 1506.00 feet to a stone pile marker common to lands of Swallow and The Wilderness Club; thence along a line dividing lands of Swallow and The Wilderness Club North 42 Degrees 13 Minutes 30 Seconds East 3019.00 feet to a point; thence along same North 40 Degrees 28 Minutes 30 Seconds East 445.5 feet to a point common to lands of Swallow, The Wilderness Club and C. L. Miller and R. C. Detweiler; thence along a line dividing lands of Detweiler and The Wilderness Club North 42 Degrees 13 Minutes 30 Seconds East 2227.50 feet to a point; thence by the same and crossing the boundary line between Shade Township and Allegheny Township, Somerset County, Pennsylvania and crossing the boundary line between Somerset County and Bedford County, Pennsylvania South 75 Degrees 46 Minutes 30 Seconds East 4207.5 feet to a point common to lands of Miller and Detweiler, The Wilderness Club and H. E. and M. M. Frazier; thence along a line dividing lands of Frazier and The Wilderness Club South 52 Degrees 54 Minutes 20 Seconds East 523.77 feet to a point; thence along same North 88 Degrees 19 Minutes 40 Seconds East 685.29 feet to a point common to lands of Frazier, The Wilderness Club and L. D. and S. Shaffer; thence along a line dividing lands of Shaffer and The Wilderness Club South 66 Degrees 41 Minutes 40 Seconds West 353.87 feet to a point on the center line of an unpaved road; thence along the center line of said road, which divides lands of Shaffer and The Wilderness Club, the following approximate courses and distances South 48 Degrees 44 Minutes 50 Seconds West 811.37 feet; South 17 Degrees 46 Minutes 15 Seconds West 409.54 feet; South 48 Degrees 40 Minutes 30 Seconds West 386.17 feet; South 35 Degrees 38 Minutes 25 Seconds West 326.08 feet; South 51 Degrees 20 Minutes 25 Seconds West 256.12 feet; South 6 Degrees 20 Minutes 25 Seconds West 316.94 feet; South 22 Degrees 11 Minutes 25 Seconds West 410.40 feet; South 27 Degrees 28 Minutes 30 Seconds West 281.78 feet to a point on the center line of said road; thence along a line dividing lands of Shaffer and The Wilderness Club south 20 Degrees 51 Minutes 35 Seconds West 2316.86 feet to a stone pile marker; thence along same North 78 Degrees 01 Minutes 35 Seconds East 793.96 feet to a point along the north side of U. S. Route 30 common to lands of Shaffer, The Wilderness Club and (formerly) Herbert Paulson; thence along a line dividing lands of Paulson and The Wilderness Club South 31 Degrees 30 Minutes 00 Seconds West 1590.00 feet to a point common to lands of Paulson, The Wilderness Club and B. F. and G. M. Walters; thence along a line dividing lands of Walters and The Wilderness Club and crossing from Juniata Township, Bedford County to Allegheny Township, Somerset County, Pennsylvania South 86 Degrees 00 Minutes 00 Seconds West 770.00 feet to the point of beginning; containing 1610.5 acres more or less.

Filed in the Department of State on
the 24th day of November 19 76
C. J. [Signature]
Secretary of the Commonwealth
jmw

630120

ARTICLES OF INCORPORATION
OF
FOLMONT PROPERTY OWNERS ASSOCIATION
(a nonprofit corporation)

In compliance with the requirements of the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, Act No. 271, November 15, 1972, the undersigned has this day voluntarily executed these Articles for the purpose of forming a corporation not for profit, and does hereby certify:

Article I
Name

The name of the corporation is: Folmont Property Owners Association, hereinafter called the "Association".

Article II
Office

The location and post office address of the initial registered office of the corporation in this Commonwealth is: 4430 Gateway Drive, Monroeville, Pennsylvania 15146.

Article III
Purpose

The corporation is incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, for the following purpose or purposes: to provide for the preservation of the value, amenities and environmental quality of the community known as Folmont, which is described in and subject to the Amended and Restated Declaration of Covenants, as amended from time to time, hereinafter called the "Declaration", and recorded or to be recorded among the land records of Somerset County and/or Bedford County, Pennsylvania, said Declaration being incorporated herein as if set forth at length; to maintain and administer the common areas and community facilities of said community; and to administer and enforce the covenants and restrictions and collect and disburse the charges and assessments all as set forth in the Declaration; and for these purposes to:

- (a) Exercise all the rights, powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration.
- (b) Fix, levy, collect and enforce payment of, by any lawful means and in accordance with the Declaration, all charges, fees, or assessments provided for in the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the control of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

(c) Acquire by gift, purchase, lease or otherwise, own, hold, improve, build upon, operated, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, as set forth in the Declaration.

(d) Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the Commonwealth of Pennsylvania by law may have or hereafter have or exercise, provided the same do not conflict with the Declaration.

The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise, to its members.

Article IV
Term

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

Article V
Nonstock Basis

The Corporation is organized on a nonstock basis.

Article VI
Membership and Voting Rights

Membership in the Association shall be appurtenant to and not separate from the ownership of any "lot" as defined in the Declaration.

The Association shall have two (2) classes of voting membership.

CLASS A: With the exception of The Wilderness Club, every person, group of persons or entity who is a record owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member and provided, further, that any person, group of persons or entity who holds such an interest in any Lot designated as Common Area shall not be a Member on account thereof. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one (1) person, group of persons, or entity is a record owner of a fee interest in any Lot then each person and/or entity shall be a Member but there shall be only one (1) vote for the membership appurtenant to such Lot which shall be exercised as the Owners of the Lot among themselves determine. The Owner of two (2) contiguous Lots which are approximately five (5) acres in size may elect to hold one (1) membership for the two (2) Lots entitling such Owner to only one (1) vote for the two (2) Lots and subjecting such Owner to only one (1) assessment.

CLASS B: The Class B Member shall be The Wilderness Club, its successors and assigns, and it shall be entitled to one (1) vote for each Lot of which it is a record owner of the fee interest. The Class B membership will cease on January 1, 1995, or at such earlier time as the Class B Member delivers its

resignation, at which time The Wilderness Club will possess one (1) Class A membership for each Lot it so owns.

Whenever in the Declaration any action is required to be taken by a specified percentage of “each class of the then members” of the Association, then such action shall be required to be taken separately by vote of the specified percentage of the then Class A members of the Association and, until such time as The Wilderness Club ceases to be a Class B Member, shall require the written approval of The Wilderness Club. Whenever in this Declaration any action is required to be taken by a specified percentage of “both classes of the then members” of the Association or by a specified percentage of “then members” of the Association, then such action shall be required to be taken by vote of a specified percentage of the then cumulative membership of the Association.

Article VII Board of Directors

The affairs of the Association shall be managed by a board of five (5) directors who need not be members of the Association. Three (3) of the directors shall be elected by the Class A Members of the Association and two (2) shall be elected by the Class B Member. At such time as the Class B Membership ceases to exist, all five (5) directors shall be elected by the Class A Members of the Association.

The Incorporator shall conduct the first election of the Board of Directors within ninety (90) days of the filing of these Articles with the Secretary of the Commonwealth. Upon the expiration of said ninety (90) day period or until the first election of the Board of Directors, whichever shall occur first, the Incorporator shall act as the sole director of the Association and shall have full authority to manage and conduct the affairs of the Association.

The number of directors may be changed by amendment of the By-Laws of the Association.

Article VIII By-Laws

The By-Laws may be adopted by the Board of Directors and may thereafter be amended by the members, provided that so long as The Wilderness Club is a Class B Member, adoption and amendments to the By-Laws shall require the consent of The Wilderness Club.

Article IX Dissolution and Amendment

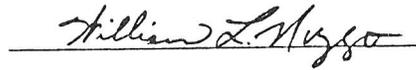
The Association may be dissolved or these Articles amended upon termination or amendment, respectively, of the Declaration. The Declaration may at any time be amended in whole or in part or terminated by a recorded instrument signed by the then Owners of seventy-five percent (75%) of the Lots and, while it is a Class B Member, The Wilderness Club. No such agreement to terminate or amendment shall be

effective unless made and recorded in advance of the effective date thereof, and unless written notice of the proposed agreement is sent to every Owner and Mortgagee of record at least forty-five (45) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas therein created.

Article X
Incorporator

The name and address of the incorporator is: William L. Nuzzo, 4430 Gateway Drive, Monroeville, Pennsylvania 15146.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Pennsylvania, the incorporator has executed these Articles of Incorporation the 17th day of November, 1976.



BY-LAWS
OF
FOLMONT PROPERTY OWNERS ASSOCIATION

Article I
Name and Location

The name of the corporation is FOLMONT PROPERTY OWNERS ASSOCIATION, hereinafter referred to as the “Association”. The principal office of the corporation shall be located at 229 Wilderness Lane, Central City, Pennsylvania 15926.

Meetings of members shall be held at such place in Allegheny County, Pennsylvania, as the Board of Directors shall designate. Provided, however, that meetings may be held in Somerset or Bedford Counties if three-fourths (3/4ths) of the then members consent in writing.

Article II
Definitions

The following words, when used in these By-Laws shall have the following meanings:

- (a) “Association” – the Folmont Property Owners Association and its successors or assigns.
- (b) “Board” or “Board of Directors” – the Board of Directors of the Association.
- (c) “The Property” or “Properties” – all real property described in Section 2.1 of the Declaration and such additions thereto as are hereafter made pursuant to the provisions of Section 2.2 of the Declaration.
- (d) “Lot” – all subdivided parcels or property which are part of The Property, including Lots resulting from those subdivisions of existing Lots which are permitted hereunder and by law but excluding Common Areas.
- (e) “Common Areas” or “Community Facilities” – all real property owned by the Association for the benefit, use and enjoyment of its members, together with all improvements located thereon and all personal property incidental thereto which may be owned by the Association; all non-dedicated roads, and all rights-of-way, and all non-dedicated designated park areas within The Property.
- (f) “Owner” – shall mean and refer to the record owner, whether one or more persons or entities (including The Wilderness Club), of the fee simple title to any Lot situate on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) “Member” – shall mean and refer to every person, group of persons or entity holding membership in the Association.

(h) “Declaration” – shall mean and refer to the Amended and Restated Declaration of Covenants applicable to The Property, recorded or to be recorded in the Land Records of Somerset County.

Article III Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held on a Saturday or Sunday within one (1) year of the date of incorporation of the Association. Each subsequent regular annual meeting of the members shall be held on the same Saturday or Sunday (e.g., 1st, 2nd) of the same month of each year thereafter at the hour of 2:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting shall be held at the same hour on the first Saturday or Sunday 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 the written request on one-fourth (1/4th) of the then members entitled to vote.

Section 3. Notice of Meetings. Written notice of the place, day and hour and in the case of special meetings the purpose of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of each notice, postage prepaid not less than twenty (20), nor more than forty (40) days in advance of the meeting, to each person entitled to vote thereat, addressed to the member’s address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice.

Section 4. Quorum. The presence at any meeting of members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of all the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote to thereat shall have power to adjourn the meeting from time to time, subject to the notice requirements of this Article III Section 3, 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 any preceding meeting.

Section 5. Proxies. 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Article IV Board of Directors; Selection; Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) Directors who need not be members of the Association. Three (3) of the Directors (hereinafter “Class A Directors”) shall be elected by the Class A members of the Association, and two (2) of the Directors (hereinafter “Class B Directors”) shall be elected by the Class B Member. At such time as the Class B membership ceases to exist, all five (5) Directors shall be elected by the Class A Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Class A Members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the class A Members shall elect one (1) Director for a term of three (3) years.

At the first annual meeting, the Class B Member shall elect one (1) Director for the term of one (1) year and one (1) Director for the term of two (2) years; and at each annual meeting thereafter the Class B member shall elect one (1) Director for a term of two (2) years.

Section 3. Removal. Any Class A Director may be removed from the Board, with or without cause by a majority vote of the Class A Members of the Association.

Any class B Director may be removed from the Board with or without cause, at the direction of the Class B Member.

In the event of the death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board who were elected by the same class of members of the Association as the Director being replaced, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the authorized performance of his duties.

Section 5. 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 by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Article V Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors at a Class A director shall be made by a Nominating Committee (hereinafter "Class A Nominating Committee"). The Class A Nominating Committee shall consist of a Chairman, who shall be a Class A Director, and two (2) or more Class A members of the Association. The Class A Nominating Committee shall be appointed by the Class A Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Class A Nominating Committee shall make as many nominations for elections to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies for Class A Directors that are to be filled. Such nominations may be made from among members or non-members. Nomination for election to the Board of Directors as a Class B Director shall be made by the Class B Member.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VI
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) Directors, after not less than seven (7) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and Community Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Areas and Community Facilities, (except the right to use of roads and streets, which right shall not be subject to suspension) of a member for any period during which any assessment remains unpaid;

(c) exercise for the Association all rights, powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3rd) of the Class A Members who are entitled to vote or the Class B Member;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:
 - (i) prepare an annual budget for the Association and make reasonable efforts to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (ii) prepare a roster of the lots and assessments applicable thereto which shall be open to inspection by any owner upon reasonable notice of the Board of Directors;
 - (iii) send written notice of each assessment to every Owner subject thereto; and
 - (iv) if any assessment is not paid within thirty (30) days after the delinquency date, to bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or cause an appropriate officer to issue, upon demand by any Owner, a certificate setting forth whether or not any assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deed appropriate;
- (g) cause the Common Areas and Community Facilities to be maintained;
- (h) establish and maintain a reserve fund for replacements as provided in the Declaration; and
- (i) perform any and all other duties, acts, or things delegated to the Board of Directors by these By-Laws, the Articles of Incorporation, or the Declaration.

Article VIII Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President, and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board 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 and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments . The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. 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 receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. 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 7. Multiple Offices. The office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President – the President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deed and other written instruments and shall co-sign all checks and promissory notes.

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 shall exercise and discharge such other duties as may be required of him by the Board.

Secretary – the secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer – the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Article IX Committees

The standing committees of the FPOA Board of Directors shall be Roads Committee, Architectural Control Committee, Environmental Committee, Parks, Entrances and Recreation Committee and Newsletter/Membership Directory Committee. The committee chairpersons shall be elected by the Board of

Directors at the Board Meeting following the FPOA Annual Meeting and serve in that capacity for a one-year term. Committee chairpersons shall be non-voting members of the Board of Directors. Association shall appoint a Nominating Committee, as provided in these By-Laws.

Article X
Books and Records

The books, records and papers of the Association shall, upon reasonable notice to the Board of Directors, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall, upon reasonable notice to the Board of Directors, be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XI
Assessments

As more fully provided in the Declaration, each member is obligated to pay to the association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment may bear interest from the date of delinquency at the rate established by the Board (but not in excess of the lesser of the highest rate permitted by law or 8% per annum), and the Association may bring an action at law against the Owner personally obligated to pay the same, in which event, interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or Community Facilities or abandonment of his Lot.

Article XII
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words:
FOLMONT PROPERTY OWNERS ASSOCIATION.

Article XIII
Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided that so long as The Wilderness Club is a Class B Member, amendments to these By-Laws shall require the consent of the Wilderness Club.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Article XIV
Miscellaneous

The fiscal year of the Association shall begin on the first day of August and end on the 31st day of July of every year, except that the first fiscal year shall begin on the date of incorporation.

The speed limit for any and all motorized vehicles on Folmont Roads and Right-of-Ways is 15 miles per hour.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Folmont Property Owners Association, a Pennsylvania corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1976.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1976.

Secretary

POLICES AND PROCEDURES

Folmont Property Owners Association
(Adopted by the Board of Directors)

Policies and Procedures

1. All contractors engaged or contracted by the FPOA shall be insured to the extent to sufficiently protect the FPOA in the event of bodily injury and property damage caused by the contractor (9/6/08)
2. The Board of Directors shall conduct a minimum of four (4) business meetings between the October FPOA Annual Meeting, to be scheduled for: within 14 calendar days after the Annual Meeting, February, June and September. Minutes of Directors meetings shall be prepared and made available to the membership upon request (9/6/08)
3. The FPOA Annuity Account shall be reserved exclusively for emergency improvements and maintenance costs that exceed the annual budget allocation. (9/6/08)
4. Permission shall be secured before entering a property owner's property for use of motorized vehicles, cutting firewood, hunting or other purpose. (9/6/08)
5. The Right of First Refusal shall be denied until such time all land and building conditions meet or exceed the standards and requirements of the Covenants, By-Laws and current Policies and Procedures. (9/6/08)
6. Fort Dewart and Forbes Road Park Policy (9/6/08), amended 2/21/09)
7. Fort Dewart and Forbes Road Park Visitors Policy (2/21/09)
8. Property Construction Work Policy (2/21/09)

Property Construction Work Policy
(Adopted by the Board of Directors 2/21/09)

1. Any construction or improvement to a Folmont property shall be in accordance with the Covenants, By-Laws and current Policies and Procedures. Property Owners shall apply for a Folmont Building Permit through the Architectural Control Committee prior to the commencement of the work. There shall be no fee for the Folmont Building Permit. The Folmont Building Permit application shall include drawings or other detailed description of scope and character of the proposed work, including the material and color of the exterior building finishes. (Each municipality of jurisdiction requires a building permit. The municipal building permit is separate and independent of the Folmont Building Permit. Sanitary waste systems are also jurisdictional and independent of Folmont Building Permit. It is the responsibility of the Property Owner to secure jurisdictional permits, approvals and inspections.)

The Architectural Control Committee, with the concurrence with the President and Vice-President of the Board of Directors, will determine if the proposed work is in compliance with Covenants, By-Laws and current Policies and Procedures. The Architectural Control Committee will comment on any deficiencies and assist the Property Owner with remedies. A Folmont Building Permit poster will be issued with the project approval and shall be posted at the property entrance throughout the construction period. The Folmont Building Permit will be valid for two (2) years from the date of issue.

2. Any Property Owner or his agent commissioning construction or other work requiring heavy vehicle or equipment (over 10 ton gross weight) passage on any Folmont right-of-way shall post a bond of \$1500.00, or in an amount, as determined by the Board of Directors, which will be sufficient to repair the damage to the right-of-way. This bond is payable previous to the start of construction. In the event that minimal or no damage is caused to the Folmont right-of-way, that portion of the bond not required to make repairs will be refunded to the Property Owner determined by the chairperson of the Architectural Committee.
3. Any storm water conveyance pipe required for driveway construction on any Folmont right-of-way shall be a minimum of 15" diameter smooth bore of material in strength to carry heavy vehicular loads. The conduit shall be at a depth to permit positive drainage.
4. Location of driveway access shall provide sufficient view in both directions for safe egress onto the Folmont roadway.
5. Crossing of Folmont roads for utility service to a property shall be constructed in accordance with the requirements of the utility company, and as follows:
 - a. utility line or conduit to be a minimum of four feet (4') depth below the roadway or ground surface;
 - b. utility trench to be backfilled with suitable material to achieve 100% compaction.
6. Disposal of construction debris in Folmont dumpsters is prohibited. Property Owners are to provide a construction dumpster or other suitable disposal procedure during the construction work. The proposed method of construction debris removal and disposal shall be included with the Folmont Building Permit application.
7. Tree cutting shall be in strict accordance with Article VIII, Section 8.1.k of the Covenants.

Property Owners with prospective construction work are bound by the requirements of the Covenants, the By-Laws and the current Policies and Procedures. Property Owners are encouraged to contact the Architectural Control Committee for assistance before you begin your project planning.

(revised 4/12/11)

Fort Dewart and Forbes Road Park Policy
(Adopted by the Board of Directors 9/6/08, Amended 2/21/09)

1. Folmont Property Owners and guests, the Boy Scouts, educational and historical organizations and other responsible persons shall be permitted to visit Fort Dewart and Forbes Road Park.
2. Except for Folmont Property Owners and guests, groups or individuals (visitors) shall notify the FPOA President or other designated FPOA representative two (2) weeks prior to the visitation.
3. Visitors shall submit an agenda (date, time and anticipated duration) and a description of the proposed activity with their notification.
4. The FPOA President or representative shall notify a contact person designated by the Fort Dewart Lane property owners one (1) week prior to the visitation.
5. Each visitor shall submit an executed FPOA Release of Liability form.
6. No motorized vehicles will be permitted in Fort Dewart and Forbes Road Park, except as required for maintenance and preservation by FPOA.
7. Detection and excavation of artifacts is prohibited. Violators will be prosecuted.
8. Littering is prohibited.
9. Hunting is prohibited in Folmont parks.
10. Parking on Fort Dewart Lane shall not encumber vehicular traffic.
11. Any activity that may cause damage to historical features, the grounds, signage, structures and monuments is prohibited. Violators will be prosecuted.

Forest Management Policy and Guidelines
Effective June 15, 2001

FPOA's Goal:

Provide for multiple use (housing, recreation, aesthetics, watershed and wildlife) and a sustained health life of the Forest System at Folmont in a way that maximizes the net long-term owner benefits in an environmentally sound manner and attractive manner.

The Intent of this Policy:

Our intent is to assist Folmont Property Association and forest landowners and to help them achieve a balance in all aspects of forest management, wildlife habitat and forest aesthetic improvements, and in some cases, planning for timberland investment for regeneration and preservation. We are striving to give guidance to landowners to help each landowner realize those goals through sound forest management while protecting the individual right of each property owner to enjoy the natural quality of the environment at Folmont.

Note that live tree cutting, and forest and timber management policies have always been a part of the Folmont Property Owners Association Covenant. These policies and guidelines in Article VIII, Section 8.1. However, subparagraph iv states: "No sound living trees larger than (3) inches in diameter shall be cut or destroyed unless, (iv) The cutting is in accordance with a plan for selective cutting or timber management for all or a portion of the premises which has been prepared by a professional forester and submitted to and approved by the Architectural Committee.

The purpose of this document is to provide specific guidelines and clarification as to what these Covenant rules exactly mean.

Policy and Guidelines:

Not permitted on any Folmont lot, developed or not developed:

- √ Commercial Clear Cutting
- √ Diameter Limit Cutting
- √ Civil Cultural Clean Cutting
- √ Commercial cutting and removal of trees for profit only not connected to any other lot development project.

Permitted for the development of Folmont lots for full or part time occupation:

An FPOA Forest Management Permit Will be Required for:

- √ Cutting and removing all trees, underbrush and vegetation for the purpose of constructing a driveway, residential construction and septic system.
- √ Intermediate Commercial or Regeneration cutting of trees and growth only for the purpose of watershed management, wildlife management, timber health and well-being and aesthetics.
- √ General cutting and removal of trees to provide access for a campsite or recreational area.

Permitted for the maintenance, use and beautification of Folmont lots for full or part time occupation.

An FPOA Forest Management Permit Will Be Required for:

- √ Cutting and removing any trees, underbrush and vegetation for the purpose of constructing a driveway, residential construction and septic system.

☼ Tree and foliage removal for driveways cannot exceed twenty (20) feet in overall width of the driveway from the entrance road to the residence.

- ☼ Tree and foliage removal for structures cannot exceed seventy-five (75) feet from any wall of the housing structure.
 - ☼ Tree and foliage removal for septic system must be in accordance with state, federal and health guidelines for the safe installation of the septic system.
 - ☼ Lot owner is responsible for any and all damage repair costs to Folmont Property Owner private roads during the harvesting and removal of timber.
 - ☼ Lot owner is responsible for the removal and clean up of treetops and underbrush clearance.
- √ Cutting and removal of live trees for health and disease prevention purposes.
 - √ Intermediate Commercial or Regeneration cutting of trees and growth only for the purpose of:
 - ☼ Watershed management
 - ☼ Wildlife management
 - ☼ Timber health and well being
 - √ Exceptions to any of the above limitations, distances or rules will be considered on a case-by-case basis and should be addressed with the lot owners initial permit request.

FPOA Permit Will NOT be required for the following:

- √ Removal of dead trees, limbs and underbrush
- √ Removal of an entire tree or limb for safety purposes where the tree or limb endangers a structure or vehicle parking area. Endangered is defined as:
 - ☼ Tree is dead/dying
 - ☼ Entire tree or a substantial limb is falling.
 - ☼ Limb or tree is too close to structure allowing access to the structure by mice, squirrels, etc.
 - ☼ Tree foliage causes an over shade situation on the roof of the housing structure constructed on the lot.

Requirements for obtaining an FPOA Forest Management Permit and other important information:

- √ 30 days notice
- √ An FPOA Forest Management Permit for significant live tree removal is required for new lot development and /or construction projects by all lot owners at Folmont.
- √ Permits will be issued upon approval of the property owner's tree removal plans and MUST be visibly displayed on the property while work is going on.
- √ The resident or lot owner should schedule a meeting with the qualified forest management consultant to discuss and plan whatever lot maintenance plans they wish to undertake and obtain a written report from the consultant. The written report must contain the following information:
 - ☼ Lot number and owner name and address.
 - ☼ Contact name and information for the consultant preparing the report.
 - ☼ A summary of the requested work to be done.
 - ☼ A simple sketch or drawing of the property and area where trees will be removed.
 - ☼ A copy of any written estimate or a summary from the "forest management consultant" that summarizes the marketable value of any timber to be removed and the plan for removing such timber.
- √ Application for live tree removal must be submitted to the attention of the Architectural Committee not less than 30 days prior to the scheduled work start date.
- √ Lot owners are encouraged to avoid signing a contract for timber removal or construction until you have had an initial discussion with the Architectural Committee to make sure that everything is in order.

√ Permit applications will cost \$200.00 to be processed. No applications will be accepted or permit be issued without a check payable to Folmont Property Owners Association or F.P.O.A. If an application is rejected, the \$200.00 application fee will be returned.

We don't want anybody's property to look like a bomb destroyed it!

Granted, some forest management projects that involve significant timber harvests at Folmont or other nearby areas have looked terrible. Often they are the result of a poorly planned or managed project or the result of shortsighted planning or greed. But sometimes the "bad-looking" projects are actually different types of management projects and harvests used to re-establish trees, enhancing tree health or for attracting some species of wildlife, which require thick brushy areas. Every lot owner's goals may be entirely different than ours or our neighbor's goals or plans. The Covenant rules regarding trees seek to ensure the continued health and uses of our forest ecosystems and the present and future availability of forest resources to benefit all lot owners.

The expenditure of any money by any lot owner to have someone help them understand the forest on their lot and what they need to do to keep it beautifully, healthy and working for them is an investment in the future of Folmont and the prescription for beauty....one lot at a time.

Folmont Property Owners Association
CONSENT OF ACTIVITY PARTICIPANT WITH RELEASE OF CLAIMS, ETC (Common Areas)

The undersigned certifies that Activity Participant _____(name) hereby consent as follows:

1. I, the undersigned, agree to fully participate without restriction in the following activity / program to be conducted by or with the approval of the Folmont Property Owners Association on the grounds of the following Common Area (Park)_____.

Activity/Program: _____ Date/Time _____

2. During the Program Participant's participation in the activity, if the undersigned is injured or indisposed, the undersigned grant(s) full power and authority to the person in charge of the activity to do as follows:
 - A. Arrange for the transportation of the Program Participant, whether by ambulance or otherwise, to a proper facility where emergency medical treatment would normally be administered, including, but not limited to, an emergency room of a hospital, a doctor's office or a medical clinic and,
 - B. To sign any releases as may be required in order to obtain emergency medical or surgical treatment as is required in the judgment of the medical authorities at the facility.
 - C. This authorization does not cover major surgery unless the medical opinions of two other licensed physicians concurring in the necessity for such surgery are obtained prior to the performance of such surgery.
3. The undersigned does further agree to indemnify, protect and hold harmless the Folmont Property Owners Association, its officers, board members, supervisors, agents, servants, employees, and all private persons or organizations volunteering services without charge to supervise or chaperone the activity, from any claim or liability whatsoever, including but not limited to, personal injury, property damage, court costs, attorney's fees and interest, however caused, as a result of the Program Participant's participating in the activity.
4. The undersigned does further agree that the Folmont Property Owners Association, its officers, agents, and /or employees reserve the right to terminate the participation of the Program Participant in the activity for failure to properly behave, for failure to follow instructions and directions of the activity supervisor and chaperones, or for any acts of conduct by the person deemed by the board, its officers, agents, or employees, to be detrimental or incompatible with the interest, harmony, comfort, or welfare of the activity as a whole.
5. The undersigned does further agree to comply with and abide by the Folmont Property Owners Association (FPOA) **Common Area (Parks) Visitor/Use Policy**, as follows:
 1. Folmont property owners and guests (not more than 10 individuals), organizations and other responsible persons shall be permitted to visit and conduct activities in FPOA Common Areas.
 2. Except for Folmont property owners and guests (not more than 10 individuals), groups or individuals shall notify the FPOA President or other designated FPOA representative two (2) weeks prior to the proposed activity and receive approval from the FPOA Board of Directors to conduct the activity.
 3. Visitors shall submit an agenda (date, time and anticipated duration) and a description of the proposed activity with their notification.
 4. Each visitor shall submit an executed Release of Claims form.
 5. Swimming in FPOA Common Area waterways and impoundments is prohibited.
 6. Boating on FPOA Common Area waterways and impoundments shall be in strict accordance with the laws and regulations of the Commonwealth of Pennsylvania.
 7. Littering is prohibited.
 8. Hunting is prohibited in Folmont parks.
 9. Parking at FOPA Common Areas shall not encumber vehicular traffic on FPOA roadways.
 10. Any activity that may cause damage to the grounds, signage, structures and monuments is prohibited.
 11. Visitors are to conduct themselves in an orderly and civil manner. Visitors shall restrict access and event activities to Common Area boundaries. Visitors are not permitted to trespass on private property.
 12. Children (minor under 18 years of age) are to be under adult supervision at all times while on FPOA property.
 13. Use of motorized vehicles of any kind in the Common Areas, except on designated access ways and parking areas, is prohibited.

Program Participant Name _____ (Print) Signature _____

Home Address _____

Phones : Home _____ Work _____ Cell _____

(Other contact in case of emergency) Name: _____ Telephone: _____

Signature of Parent of Guardian (if Participant is a minor or under the age of 18 years) _____

Folmont Property Owners Association
CONSENT OF ACTIVITY PARTICIPANT WITH RELEASE OF CLAIMS, ETC (Fort Dewart)

The undersigned certifies that Activity Participant _____(name) hereby consent as follows:

1. I, the undersigned, agree to fully participate without restriction in the following activity / program to be conducted by the Folmont Property Owners Association.

Activity/Program: _____ Date/Time _____

2. During the Program Participant's participation in the activity, if the undersigned is injured or indisposed, the undersigned grant(s) full power and authority to the person in charge of the activity to do as follows:
 - A. Arrange for the transportation of the Program Participant, whether by ambulance or otherwise, to a proper facility where emergency medical treatment would normally be administered, including, but not limited to, an emergency room of a hospital, a doctor's office or a medical clinic and,
 - B. To sign any releases as may be required in order to obtain emergency medical or surgical treatment as is required in the judgment of the medical authorities at the facility.
 - C. This authorization does not cover major surgery unless the medical opinions of two other licensed physicians concurring in the necessity for such surgery are obtained prior to the performance of such surgery.
3. The undersigned does further agree to indemnify, protect and hold harmless the Folmont Property Owners Association, its officers, board members, supervisors, agents, servants, employees, and all private persons or organizations volunteering services without charge to supervise or chaperone the activity, from any claim or liability whatsoever, including but not limited to, personal injury, property damage, court costs, attorney's fees and interest, however caused, as a result of the Program Participant's participating in the activity.
4. The undersigned does further agree that the Folmont Property Owners Association, its officers, agents, and /or employees reserve the right to terminate the participation of the Program Participant in the activity for failure to properly behave, for failure to follow instructions and directions of the activity supervisor and chaperones, or for any acts of conduct by the person deemed by the board, its officers, agents, or employees, to be detrimental or incompatible with the interest, harmony, comfort, or welfare of the activity as a whole.
5. The undersigned does further agree to comply with and abide by the Folmont Property Owners Association (FPOA) **Fort Dewart and Forbes Road Park Visitors Policy**, as follows:
 1. Folmont property owners and guests (not more than 10 individuals), organizations and other responsible persons shall be permitted to visit and conduct activities in FPOA Common Areas.
 2. Except for Folmont property owners and guests (not more than 10 individuals), groups or individuals shall notify the FPOA President or other designated FPOA representative two (2) weeks prior to the proposed activity and receive approval from the FPOA Board of Directors to conduct the activity.
 3. Visitors shall submit an agenda (date, time and anticipated duration) and a description of the proposed activity with their notification.
 4. Each visitor shall submit an executed Release of Claims form.
 5. No motorized vehicles will be permitted in Fort Dewart and Forbes Road Park, except as required for maintenance and preservation by FPOA.
 6. Detection and excavation of artifacts is prohibited. Violators will be prosecuted.
 7. Littering is prohibited.
 8. Hunting is prohibited in Folmont parks.
 9. Parking at FOPA Common Areas shall not encumber vehicular traffic on FPOA roadways.
 10. Any activity that may cause damage to the grounds, signage, structures and monuments is prohibited.
 11. Visitors are to conduct themselves in an orderly and civil manner. Visitors shall restrict access and event activities to Fort Dewart and Forbes Road Park boundaries. Visitors are not permitted to trespass on private property.
 12. Children are to be under adult supervision at all times while on FPOA property.

Program Participant Name _____ (Print) Signature _____

Home Address _____

Phones : Home _____ Work _____ Cell _____

(Other contact in case of emergency) Name: _____ Telephone: _____

Signature of Parent of Guardian (if Participant is a minor or under the age of 18 years) _____