

VACANT LAND INFORMATION SHEET

VLI

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 PROPERTY 00 Colt Dr, Shade Gap, PA 10851

2

3 SELLER(S) Eldwin R. Eby, Jennifer L. Eby

4 Seller is providing information to help Broker market the Property. This Statement is not a substitute for any inspections or warranties
5 that a buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real
6 estate broker (Agent for Seller), any real estate broker, or their agents.

7 1. SELLER'S INFORMATION

8 (A) Do you possess expertise in contracting, engineering, environmental assessment, architecture, or other areas related to the con-
9 struction and conditions of the Property and its improvements? [] Yes [X] No

10 (B) The individual completing this form is the:

- 11 [X] Owner
12 [] Executor
13 [] Administrator
14 [] Trustee
15 [] Power of Attorney

16 Explain any yes answers that you give in this section and, if applicable, attach supporting documentation:
17
18

19 2. PROPERTY DESCRIPTION (Attach current deed, if available)

20
21
22

23 3. LAND (SOILS, DRAINAGE AND BOUNDARIES)

24 (A) Are you aware of any fill or expansive soil on the Property? [] Yes [X] No

25 (B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on
26 or affect the Property? [] Yes [X] No

27 (C) Are you aware of any past, existing or proposed mining, strip mining or any other excavations that have occurred on or might
28 affect the Property? [] Yes [X] No

29 (D) To your knowledge, is the Property, or any part of it, located in a Special Flood Hazard Area or a wetlands area?
30 [] Yes [X] No

31 (E) Do you know of any past or present drainage or flooding problems affecting the Property? [] Yes [X] No

32 (F) Do you know of any encroachments, boundary line disputes or easements on the Property? [] Yes [X] No

33 (G) Are you aware of any shared or common areas on or adjoining the Property (e.g. driveways, bridges, docks, walls, etc.) or main-
34 tenance agreements for common areas? [] Yes [X] No

35 Explain any yes answers that you give in this section, describing the locations and, if applicable, the extent of the issue, if known:
36
37
38

39 4. HAZARDOUS SUBSTANCES

40 (A) Are you aware of any underground tanks or hazardous substances present on the Property such as, but not limited to, polychlori-
41 nated biphenyls (PCBs), radon, lead-based paint, etc.? [] Yes [X] No

42 (B) To your knowledge, has the Property been tested for any hazardous substances? [] Yes [X] No

43 (C) Do you know of any other environmental concerns that might impact the Property? [] Yes [X] No

44 (D) Are you aware of any contamination to any wells or other sources of water on the Property? [] Yes [X] No

45 (E) Are you aware of any discoloring of the soil or vegetation? [] Yes [X] No

46 (F) Do you know if the Property is near any current or former waste disposal sites? [] Yes [X] No

47 (G) Are you aware of any storage tanks on the Property? [] Yes (Please answer questions 1-8, below) [X] No

- 48 1. Total number of storage tanks on the Property: _____ Aboveground _____ Underground
49 2. Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? [] Yes [] No
50 3. If no, identify any unregistered storage tanks:

51 Seller Initials: ERE / JLE



- 52 4. Has any storage tank permit ever been revoked? Yes No
 53 5. Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from
 54 a storage tank? Yes No
 55 6. Do you know if methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance
 56 of a leak detection system, an inventory control system, and a tank testing system? Yes No
 57 Explain: _____
 58 7. To your knowledge, has there been any release, or any corrective action taken in response to a release, from any of the stor-
 59 age tanks on the Property? Yes No
 60 8. If yes, has the release and corrective action been reported to any governmental agency? Yes No
 61 Explain any yes answers that you give in this section, describing the locations and the extent of the issue, if known, and attach all
 62 reports and records: _____
 63

64 5. STATUS OF UTILITIES

65 (A) Source of water:

- 66 Public Water Connected Not Connected
 67 On-Site Water Connected Not Connected
 68 Community Water Connected Not Connected
 69 None

- 70 1. If known, provide the date the water was last tested _____
 71 2. What was the result of the test? _____
 72 3. To your knowledge, is the pumping system in working order? Yes No Not Applicable
 73 If no, explain: _____
 74 4. Are you aware of any problems related to the water service? Yes No
 75 If yes, explain: _____
 76 5. If the Property is serviced by community water, do you have supporting documentation? Yes No Not Applicable

77 (B) Sewage system:

- 78 Public Sewer Private Sewer Septic Tank
 79 Cesspool Holding Tank None
 80 Other _____

- 81 1. Do you have a current Site Investigation and Percolation Test Report for On-lot Disposal of Sewage issued by the
 82 Department of Environmental Protection? Yes No
 83 2. If there is a septic tank on the Property, what is the type of tank?
 84 Metal/steel Cement/concrete Fiberglass Unknown Other (specify): _____
 85 3. If known, provide the date the on-site sewage disposal system was last serviced _____
 86 4. Is there a sewage pump? Yes No Unknown
 87 If yes, is it in working order? Yes No
 88 5. Are you aware of any problems related to the sewage system? Yes No
 89 If yes, explain: _____
 90
 91 6. If the Property is serviced by public sewer, do you have supporting documentation? Yes No

92 6. GOVERNMENTAL ISSUES/ZONING/USE/CODES

- 93 (A) Do you know of any violations of federal, state or local laws or regulations relating to this Property? Yes No
 94 (B) To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thor-
 95 oughfare, rail or utility construction, are development project, street widening or lighting, or other similar public projects?
 96 Yes No
 97 (C) The Property is currently zoned _____
 98 by the _____ (municipality).
 99 (D) Do you know of any pending or proposed changes in zoning? Yes No
 100 (E) Current use is: conforming non-conforming permitted by variance permitted by special exception
 101 (F) To your knowledge, is the Property a designated historic or archeological site? Yes No
 102 Explain any yes answers you gave in this section: _____
 103

104 7. LEGAL/TITLE ISSUES

- 105 (A) Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements,
 106 licenses, liens, charges, agreements, or other matters which affect the title of the Property? Yes No

107 Seller Initials: ERE/JLE/

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- 108 (B) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses,
 109 liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official
 110 records of the county recorder where the Property is located? Yes No
 111 (C) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain
 112 unpaid? Yes No
 113 (D) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? Yes No
 114 (E) Are you aware of any reason, including a defect in title, that would prevent you from conveying free and clear title to the
 115 Property? Yes No
 116 (F) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property
 117 that cannot be satisfied by the proceeds of this sale? Yes No
 118 (G) Are you aware of any insurance claims filed relating to the property? Yes No
 119 (H) Is the Property, or any part of it, leased to a third party? Yes No
 120 Explain any yes answers you gave in this section: _____
 121

122 **8. OIL, GAS, AND MINERAL RIGHTS**

- 123 (A) Are you aware of any oil, gas, and/or mineral rights that have been previously transferred by Seller or a previous owner of the
 124 Property? Yes No
 125 (B) Are you reserving any oil, gas, and/or mineral rights? Yes No
 126 (C) Is the Property, or any part of it, leased for the purpose of oil, gas, and/or mineral excavation or exploration? Yes No
 127 If yes, is the Property pooled or unitized? Yes No
 128 (D) Does Seller receive any royalty payments due to any past or present oil, gas, and/or mineral excavation or exploration activities on
 129 the Property? Yes No
 130 Explain any yes answers you give in this section, attaching copies of complete leases, where applicable: _____
 131

132 **9. DOMESTIC SUPPORT LIEN LEGISLATION**

- 133 (A) Has any Seller, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a
 134 domestic relations office in any Pennsylvania county? Yes No
 135 If yes, list name and social security numbers of Seller(s) obligated to pay, the county, and the Domestic Relations File or docket
 136 number: _____
 137
 138 (B) Is any Seller currently separated from or in the process of obtaining a divorce from a spouse? Yes No
 139 If yes, is there currently a separation or property settlement order in place? Yes No

140 **10. LAND USE RESTRICTIONS OTHER THAN ZONING**

- 141 (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment Act (72
 142 P.S. §5490.1, et seq.) (Clean and Green Program)? Yes No
 143 **Note:** An owner of property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in
 144 the use of the owner's remaining enrolled property to the County Assessor 30 days before the transfer of title to a buyer. The sale
 145 of property enrolled in the Clean and Green program may result in the loss of program enrollment and the loss of preferential tax
 146 assessment for the property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in
 147 the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount
 148 of taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year
 149 that the property was enrolled in the program, limited to the past 7 years.
 150 (B) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941, et seq.) (an
 151 Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water
 152 supply, or open space uses)? Yes No
 153 **Note:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space
 154 land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between
 155 the owner and the county is binding upon any buyer of the property during the period of time that the covenant is in effect (5 or
 156 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are fol-
 157 lowed. When a breach of covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the dif-
 158 ference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are
 159 charged for each year that the property was subject to the covenant, limited to the past 5 years.
 160 (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green
 161 and Open Space, that contains any covenants, subdivision restrictions or other restrictions affecting the Property? Yes No
 162 Explain any yes answers you gave in this section: _____
 163

164 Seller Initials: ERL / JLEI

165 11. SERVICE PROVIDER/CONTRACTOR INFORMATION

166 (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g.,
167 groundskeeping, pest control). Attach additional sheet if necessary: _____

168 _____
169 _____
170 _____
171 _____
172 _____

173 (B) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water
174 softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: _____

175 _____
176 _____
177 _____
178 _____
179 _____
180 _____
181 _____

182 The undersigned Seller represents that the information set forth in this document is accurate and complete to the best of Seller's
183 knowledge. Seller permits Broker to share information contained in this document with prospective buyers/tenants and other real
184 estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS
185 STATEMENT. Seller will notify Broker in writing of any information supplied on this form which is rendered inaccurate by a
186 change in the condition of the Property following completion of this form.

187 SELLER Eldwin R. Eby DATE 9-7-22

188 SELLER Jennifer L. Eby DATE 9-7-22

189 SELLER _____ DATE _____

LOCKE VALLEY
DECLARATION OF PROTECTIVE COVENANTS

This Subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

- (1) The grantor hereby grants and conveys to the property owners, for their use forever, all the roads and right of ways shown on the attached plat or plan.
- (2) The grantor may assess the owners of Lots 1 through 23 inclusive, and Lots 28, 29 and 30, and Lots 34 through 55 inclusive, a sum not to exceed Twenty-Five Dollars (\$25.00) per year, per lot, for the use, upkeep and maintenance of the private roads providing ingress, egress and regress to said lots. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners, elected by the owners of the above specified lots, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of January each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said Twenty-Five Dollars (\$25.00) assessment shall become the obligation of the new owner(s).
- (3) The grantor reserves unto itself, its successor or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right of ways therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any of said lots.
- (4) No residence shall be constructed containing less than 400 square feet on the ground floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No part of any lot sold by the grantor may be sold or used as a road or as a right of way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.
- (5) All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot.
- (6) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of grantor.
- (7) All toilets constructed on said lots shall conform to the regulations of the appropriate County and State Health Department, and be placed in a secluded area whenever possible.

- ⑧
- (8) The use of trailers within said subdivision is authorized on Lots 11, 12, 17, 18, 19, 20 only, except for the use of temporary camping trailers.
- (9) The 12" diameter culverts must be used in all driveways leading from main subdivision roads.
- (10) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.
- (11) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation(s).
- (12) Invalidation of any one of these covenants by judgment or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.
- (13) Road damages incurred by any commercial venture, i.e. property owner and logging company, shall be the responsibility of the persons involved in said venture. Prior to commencement a road inspection shall be performed by a member of the venture and the road chairman of the association to determine general road condition. After completion a second road inspection will determine any damages caused by venture. Any repairs are to be performed by a qualified contractor in a timely manner.

Locke Valley Land Owners, #13 and #14
PROPOSED ADDITION TO DECLARATION OF PROTECTIVE
COVENANTS FOR
LOCKE VALLEY PROPERTY OWNERS ASSOCIATION

(13) Road damages incurred by any commercial venture, i.e. property owner and logging company, shall be the responsibility of the persons involved in said venture. Prior to commencement a road inspection shall be performed by a member of the venture and the road chairman of the association to determine general road condition. After completion a second road inspection will determine any damages caused by venture. Any repairs are to be performed by a qualified contractor in a timely manner.

June 9, 2012

(14) A deposit of \$2,500.00 shall be given to the Locke Valley Property Owners Treasury by the property owner commissioning the commercial venture (as described in #13 covenant) before work is to be done to cover possible damages to roads. If no damages have occurred, the money shall be returned.

June 14, 2014

Anytime work done on property requiring heavy equipment, property owner will:

1. check if companies are bonded,
2. call a person on the road committee to check before and after work is done.

LOCKE VALLEY PROPERTY OWNERS ASSOCIATION

CONSTITUTION

ARTICLE I

Section 1. The name of this unincorporated association is Locke Valley Property Owners Association, and the membership shall be those persons owning lots and paying the road upkeep assessments in the Locke Valley Subdivision in Cromwell Township, Huntingdon County, Pennsylvania.

Section 2. The location and post office address of the Association shall be Post Office Box

Section 3. The purposes for which the Association is formed are:

To administer the funds collected from the members of the Association for the improvement and repair of the existing private roads and rights-of-way in the Locke Valley Subdivision.

Section 4. The Trustees of the Association to be elected as provided in the By-Laws shall have the authority to collect, demand and sue for the annual assessments which each lot owners is required to pay under the terms of paragraph two of the protective covenants, restrictions and easements pertaining to the subdivision as the same is recorded in the Office of the Recorder of Deeds for Huntingdon County, Pennsylvania, Deed Book Page

Section 5. The amount of assets which the Association will have to start its initial functions is zero as the first collections are not due until January, 1972.

Section 6. The qualifications of the members of the Association the classes of membership, if any, the property voting and other rights and privileges of the members shall be as from time to time set forth in the By-Laws of the Association.

BY-LAWS OF THE

LOCKE VALLEY PROPERTY OWNERS ASSOCIATION

ARTICLE I

Section 1. The membership of the Association shall consist of those property owners owning lots in the Locke Valley Subdivision in Cromwell Township, Huntingdon County, Pennsylvania, who are subject to the payment of \$25.00 per lot under paragraph two of the protective covenants, restrictions and easements governing said subdivision.

Section 2. Each member shall be liable to such assessments as

the protective covenants, restrictions and easements may provide, and there shall be no transfer of membership in the Association until such dues are paid in full to the Treasurer.

Section 3. In all elections the owner or owners of each lot assessed an annual fee shall have one (1) vote; a majority of votes polled shall be requisite to determine a question.

Section 4. On transfer or sale of a lot, the prior owners' membership in the Association shall cease, and the obligations and rights pertaining to such road assessments shall devolve on the grantee.

Section 5. Voting in the affairs of the Association may be in person or by proxy, provided such proxy be executed by the lot owners and filed with the Trustees before the meeting at which the proxy is to be voted.

ARTICLE II

Section 1. The officers of the Association shall consist of three (3) Trustees, who shall also constitute the Board of Directors and who shall elect from their number one (1) person who shall be chairman. In administering the road improvement funds and in arranging and contracting for the repair and improvement of such roads, each Trustee shall have one (1) vote.

Section 2. The Trustees shall be members of the Association and shall attend the annual meeting of the Association, which annual meeting shall be held on the first Monday of July each year.

Section 3. The original Trustees shall be appointed by Keyland, Inc. from among the persons then owning lots in the Locke Valley Subdivision; one (1) to serve a term of three (3) years; one (1) to serve a term of two (2) years and one (1) to serve a term of one (1) year, thereafter the members of the Association shall elect a Trustee each year to serve a term of three (3) years.

ARTICLE III

Section 1. The Chairman of the Trustees shall preside at all meetings of the members and at all meetings of the Trustees, and he shall implement and direct the execution of the policies and functions of the Association. He may and upon demand of six (6) of the members of the Association or two (2) Trustees, call a special meeting of the Trustees or of the Association, as may be requested.

Section 2. The Board of Trustees shall establish such regulations as may be necessary for the payment of the day-to-day expenses and shall be responsible for the initiating of a fund for petty cash and the authorization to the chairman to pay such ordinary and recurring items of expense as he may see fit.

Section 3. The Trustees shall further elect one (1) of their members to serve as Secretary of the Association, which Secretary shall be responsible for the keeping of accurate minutes of all meetings of the members and the Board of Trustees and all other records of the Association.

Section 4. The Trustees shall have custody of all monies of the Association, they to deposit the same in the _____ and shall keep a full and complete account of all transactions by and on behalf of the Association. All checks or drafts on the Association's funds shall be signed by the chairman and one (1) Trustee, except where otherwise specially provided by the Board of Trustees with relation to petty cash expenditures and recurring service expenses. The Trustees shall exhibit a statement of the accounts annually to the members at the annual meeting.

ARTICLE IV

Section 1. The members shall receive from the secretary at least ten (10) days notice of the annual meetings of the Association which meeting shall be held on the grounds of Locke Valley Subdivision at a time to be designated by the Trustees. At the annual meetings one (1) Trustee is to serve a term of three (3) years and shall be nominated and elected by the Association. Each member may vote in person or by proxy, again each lot having one (1) vote.

Section 2. At all meetings of the membership, regular or special, ten (10) members present in person or by proxy shall constitute a quorum.

Section 3. The Secretary shall, at least five (5) days prior to each meeting of the Trustees, give each Trustee a written notice of the meeting by mailing to him the time and place set for said meeting, said notice to be directed to the member's address appearing on the records of the Association.

Section 4. Nothing hereinbefore set forth with reference to meetings and notices of meetings, shall preclude the holding of a meeting pursuant to waiver by agreement of all members or the Board of Trustees as the case may be.

ARTICLE V

Section 1. Amendments to these By-Laws may be made at any annual meeting provided that the proposed amendment being offered be in writing and notice of said proposed amendment be mailed to all members of the Association, together with a copy of the same, at least five (5) days prior to the meeting at which said amendment shall come before the membership for vote.

Section 2. Any amendments to the By-Laws must receive three-fourths (3/4) of the vote of the members present or by proxy on order to be adopted.

The first proposed change is in regard to the annual road fees in accordance with the Declaration of Protective Covenants, paragraph 2, and the Association By-Laws Article I, Section 1:

<p>Current State, Declaration of Protective Covenant, Paragraph 2</p>	<p>The grantor may assess the owners of Lots 1 through 23 inclusive, and Lots 28, 29 and 30, and Lots 34 through 55 inclusive, a sum not to exceed Seventy-Five Dollars (\$75.00)* per year, per lot, for the use, upkeep and maintenance of the private roads providing ingress, egress and regress to said lots. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners, elected by the owners of the above specified lots, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of January each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said Seventy-Five Dollars (\$75.00) assessment shall become the obligation of the new owner(s). <i>*Amended May 22, 2006 - Increased to \$75.00</i></p>
<p>Proposed State, Declaration of Protective Covenant, Paragraph 2</p>	<p>The grantor may assess the owners of Lots 1 through 23 inclusive, and Lots 28, 29 and 30, and Lots 34 through 55 inclusive, a sum not to exceed One Hundred Dollars (\$100.00) per year, per lot, for the use, upkeep and maintenance of the private roads providing ingress, egress and regress to said lots. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners, elected by the owners of the above specified lots, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of January each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said One Hundred Dollars (\$100.00) assessment shall become the obligation of the new owner(s).</p>

<p>Current State Association By-Law Article I, Section 1</p>	<p>The membership of the Association shall consist of those property owners owning lots in the Locke Valley Subdivision in Cromwell Township, Huntingdon County, Pennsylvania, who are subject to the payment of \$75.00 per lot under paragraph two of the protective covenants, restrictions and easements governing said subdivision.</p>
<p>Proposed State Association By-Law Article I, Section 1</p>	<p>The membership of the Association shall consist of those property owners owning lots in the Locke Valley Subdivision in Cromwell Township, Huntingdon County, Pennsylvania, who are subject to the payment of \$100.00 per lot under paragraph two of the protective covenants, restrictions and easements governing said subdivision.</p>

The second proposed change is related to an addition to the Declaration of Protective Covenants: Paragraph 15 addressing catastrophic damage requiring road repair exceeding the annual association budget. This concern came up as a result of severe weather (tornado type damage) which occurred in April 2019. The storm brought down a number of large trees in the area. **Property Owners are responsible for their own property, including**

property (objects, trees, debris of any type) that impacts road access or another's property, this type of storm could cause damage to the roads or the bridge into the Association. With only one access into the Locke Valley Property Owner Association subdivision, through Slippery Hill Rd., should there be a failure of the bridge on this road the road fees collected would not be adequate to cover a major repair or replacement of the bridge.

The proposed addition to the Declaration of Protective Covenant:

15. Every effort will be made by Locke Valley Property Owners Association to maintain access into and around the Association within the budget of the annual fees collected. In the event that a catastrophic event (defined as any situation causing loss of access within the association (ie: bridge failure on Slippery Hill Rd.) occurs, unrelated to a specific property, the Trustees of the association will work to find the most cost effective solution available at the time and the cost is to be divided among the Locke Valley Property Owners in the association. The Trustees will notify the association property owners as soon as possible of the event, proposed solution, and cost. Locke Valley Property Owners will have 30 days to submit payment to the appointed treasurer. Nonpayment will result in legal action requesting restitution (cost plus fees).

Finally, in reviewing the By-Laws it came to our attention that Article II, Paragraph 2 should also be updated as annual meetings have been decided at each annual meeting for the coming year:

<p>Current State Association By-Law Article II, Section 2</p>	<p>The Trustees shall be members of the Association and shall attend the annual meeting of the Association, which annual meeting shall be held on the first Monday of July each year.</p>
<p>Proposed State Association By-Law Article II, Section 2</p>	<p>The Trustees shall be members of the Association and shall attend the annual meeting of the Association, which annual meeting date shall be determined at each annual meeting for the next year. The date will be decided by majority vote of all members in attendance and communicated to all membership with the distribution of the current year meeting minutes in accordance with Article IV paragraph 1.</p>