

BY-LAWS

HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

BARRINGTON MANOR

The name of the corporation is Barrington Manor Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Franklin Park, Borough, Pennsylvania, but meetings of members and directors may be held at such places as may be designated by the Board of Directors..

ARTICLE II

SEAL

The corporate seal of the Association shall bear the name of the Association and such other language as is required by the laws of the Commonwealth of Pennsylvania.

ARTICLE III

PURPOSE; DEFINITIONS

The By-Laws are intended to govern the administration of the Association, a nonprofit corporation organized under the laws of the Commonwealth of Pennsylvania, together with the management and administration of the Common Areas and community facilities located within the community known as Barrington Manor located in Franklin Park Borough, Allegheny County, Pennsylvania. Unless the context clearly indicated otherwise, all definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Homeowners' Association (the "Declaration") are incorporated herein by reference.

ARTICLE IV

COMPOSITION

The Association membership shall consist of all of the Lot Owners acting as a group pursuant to the Declaration and these By-Laws. A person shall automatically become a member of the

Association when he acquires legal title to a Lot in the Barrington Manor. A Lot Owner cannot resign from membership or transfer membership except appurtenant to transfer of title to his Lot. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Owner as the member until satisfactory evidence of the recording of the instrument transferring title is presented to the Secretary. The Association is given the responsibility of administering the Association, establishing the means and methods of collecting assessments and charges, arranging for the management of the Common Areas and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Declaration.

ARTICLE V

ASSOCIATION MEETINGS

Section 1. Annual Meetings. The annual meetings of the Association shall be held on the third Wednesday of September of each year unless such date shall occur on a legal or religious holiday, in which event the meeting shall be held on the succeeding day. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the Declaration and these By-Laws and such other business as may properly come before the meeting may be transacted.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board.

Section 3. Special Meetings. The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the President by Lot Owners entitled to cast at least twenty five percent (25%) of the votes in the Association. The notice of any special meeting shall be held within thirty (30) days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Special Meetings. The Secretary shall give to each Lot Owner a notice of each annual or regularly scheduled meeting of the Association at least thirty (30) but not more than sixty (60) days, and of each special meeting of the Owners at least fourteen (14) but not more than forty five (45) days, prior to such meeting, stating the time, place and purpose thereof.

Section 5. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Lot Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty eight (48) hours after the time for which the original meeting was called.

Section 6. Voting. Where the ownership of a Lot is in more than one person or in other than a natural person, the natural person who shall be entitled to cast the vote of such Lot shall be the person in a certificate executed by all of the Owners of such Lot and filed with the Secretary or, in the case of multiple ownership and in the absence of such names person from the meeting the person who shall be entitled to cast the vote of such Lot shall be the person owning such Lot who is present. If more than one person owning such Lot is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of a Lot Owner is required by the Declaration of these By-Laws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Lot at any meeting of the Association. Except with respect to election of members of the Board and except where a greater number is required by the Declaration or these By-Laws, the Owner of Lots holding more than fifty percent (50%) of the aggregate votes in the Association voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. In all elections for Board members, Owners of each Lot shall be entitled to cast one (1) vote for each vacancy to be filled at such election. Those candidates for election receiving the greatest number of votes cast in such election shall be elected and, if Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. There shall be no cumulative voting.

Section 7. Proxies. A vote may be cast in person or by proxy. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of a vote by the other Owners of the Lot through a duly executed proxy. Such proxy may be granted by any Lot Owner in favor of only another Lot Owner, Participating Mortgagee or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked or void, in addition to situations set forth in Article IV above, only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy, or when the presiding officer receives written notice of the death of a judicially declared incompetent of a grantor of such proxy. No proxy shall be valid for a

period in excess of eleven (11) months after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

Section 8. Quorum. Except as set forth below, the presence in person or by proxy of Lot Owners entitled to cast fifty percent (50%) of the votes in the Association at the commencement of a meeting shall constitute a quorum at all meetings of the Association. If a meeting is adjourned pursuant to Section 5 above, the quorum at any meeting subsequent to an adjournment shall be deemed present throughout any such meeting of the Association if persons entitled to cast twenty-five percent (25%) of the votes in the Association are present in person or by proxy at the beginning of the meeting.

Section 9. Conduct of Meetings. The President (or in his absence, a vice president) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration of these By-laws. All votes shall be tallied by tellers appointed by the President.

ARTICLE VI BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of five (5) natural persons, all of whom shall be at least twenty-one (21) years of age and Lot Owners or designees of the Declarant.

Section 2. Election and Term of Office.

- (a) At the annual meeting of the Association, the term of office of any Board member to be elected (except as set forth in this Section 2 and Section 5 hereof) shall be fixed at two (2) years. The member of the Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication or incompetency, removal or resignation. A Board member may serve an unlimited number of terms and may succeed himself. To provide for a staggered terms, at the first election meeting of the Association, the three (3) directors receiving the greatest number of votes shall serve for two (2) years and the remaining two (2) directors shall serve for one (1) year.
- (b) Persons qualified to be members of the Board may be nominated for election as follows:

- (1) Any Lot Owner may submit to the Secretary at least ten (10) days before the meeting at which the election is to be held a nominating petition signed by at least five (5) Lot Owners, a statement that the person nominated is willing to serve on the Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver the submitted items to every Lot Owner along with the notice of such meeting; and
- (2) Nominations may be submitted from the floor at the meeting at which the election is held.

Section 3. Removal or Resignation of Members of the Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board may be removed with or without cause by Lot Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy created. Any Lot Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Lot Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Lot.

Section 5. Organization Meeting. The first meeting of the Board following each annual meeting of the Association shall be held within five (5) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order to legally constitute such meeting, provided a majority of the whole Board shall be present at such meeting.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once during each year. Notice of regular meetings of the Board shall be given to each member, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board may be called by the President on at least three (3) business days' notice to each member, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be

called by the President or Secretary in like manner and on like notice on the written request of any member of the Board.

Section 8. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum of the Board. At all meetings of the Board a majority of the member shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, any member present may adjourn the meeting from time to time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the time of the meeting originally called may be transacted without further notice. Each member of the Board shall be entitled to cast one (1) vote. One or more members of the Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

Section 10. Compensation. No member of the Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The ten current editions of Robert's Rules of Order shall govern the conduct of the meetings of the Board when not in conflict with the Declaration or these By-Laws. Lot Owners who are not Board members shall have no right to attend Board meetings unless the Board decided otherwise. All Lot Owners may attend and be heard, but may not vote (except as a Board member) at the meeting at which the budget shall be reviewed by the Board for adoption. The Secretary shall give Lot Owners notice of such meeting.

Section 12. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board.

Section 13. Validity of Contract with Interested Board Members. No contract or other transaction between the Association and one or more of its Board members or between the Association and any corporation, firm or association in which one or more of the Board members of the Association are directors or officers, or are financially interested, shall be void or voidable because of such Board member or members are present at any meeting of the Board or a committee thereof which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

- (a) The fact that a Board member is also such a director or officer of has such financial interest is disclosed or known to the Board or committee and is noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Board member or members; or
- (b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

Section 14. Inclusion of Interested Board Member in the Quorum. Any Board member holding such director or office position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 14 hereof.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) exercise for the Association all power, duties and authority vested in or delegated to this Association by law or the Declaration and not reserved to the membership by other provisions of these By-Laws, the Article of Incorporation or the Declaration.
- (b) enter into agreements, contract, deed, leases and other written instruments or documents in the name of the Association and authorize the execution, delivery and, if appropriate, the recording thereof.

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

- (a) cause the Common Areas to be maintained in good, clean, attractive and sanitary condition, order and repair; and
- (b) adopt and publish rules and regulations governing the use of the Common Areas to include these in the Book of Resolutions and to administer such rules and regulations and any rules and regulations set forth in the Declaration or herein regarding the Common Areas

ARTICLE VIII OFFICERS

Section 1. Enumeration of Officers. 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 of Directors 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 by a majority vote of the Board.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors 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. 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 5. 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 6. Multiple Officers. The offices of President and Secretary may not be held by the same person.

Section 7. Duties. The duties of the officers are as follows:

- (a) **PRESIDENT:** The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and contracts as the Board may approve from time to time.
- (b) **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 duties as may be required if him by the Board.
- (c) **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; maintain the Book of Resolutions; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notices to members as required; 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.
- (d) **TREASURER:** The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed there from as directed by resolution of the Board of Directors, shall co-sign any promissory notes and contracts; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board and to the membership at its regular annual meeting.

Section 8. Execution of Documents. No agreement, check, deed, lease or other instrument of the Association shall be binding upon the Association unless entered into on its behalf by the Board of Directors and signed by two of the aforementioned said officers or by one officer and one assistant officer or other person designed by the Board of Directors including but not limited to a managing agent or manager, if any/

Section 8. Delegation of Duties. The Secretary and Treasurer may delegate all or some of their duties to a manager or management company approved by the Board of Directors.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December every year, except that the first year shall begin on the date of incorporation.

ARTICLE X

INDEMNIFIATION OF OFFICERS AND DIRECTORS

The directors and the officers and any assist officers (1) shall not be liable to the Members or the Association as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence. (ii) shall have no personal liability in contract to the Association or a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Board or the Association in their capacity as such, (iii) shall have no person or entity direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or gross negligence, or acts performed for them, in their capacity as such. And (iv) shall have no personal liability arising out of the use, misuse or condition of the Common Areas, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such.

The Association shall indemnify and hold harmless any person, his heirs and personal representative from and against any and all personal liability, and all expenses, including counsel fees, incurred or imposed, or arising out or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by the Association or any one or more Member or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact the he is or was a director or an officer or assistance officer, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or gross negligence, provided, in the case of any settlement, the Board shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Members or of the Board, or otherwise. The indemnification by the Association set forth in this Article X shall be assessed and collectible as such.

A reasonable attempt shall be made to see that every agreement, deed, lease, or other instrument entered into by the Board on behalf of the Association provides that the Board and the officers or assistant officers executing the same are acting only as agents for the Association and shall have

no personal liability there under (except to the extent, if any, that they may also be Members at the time and such liability is assessed), that any claim by the other party or parties thereto with respect thereto or the subject matter thereof shall be asserted against the Board, which shall act on behalf of the Association with respect thereto, and that any liability there user or with respect to the subject matters thereof shall be borne by those who are Members at the time such liability may be assessed by the Association as common expense.

ARTICLE XI

AMENDMENT

Section 1. Amendments to By-Laws. Subject to the requirements set forth in the Declaration, these By-Laws may be modified or amended only by vote of Lot Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein; provided, however, is any amendment would have a material effect upon any of the rights, privileges, powers and options of the Declarant, such amendment shall require the written approval of the Declarant. Additionally, if any amendment is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provisions of these By-Laws that is defective, missing or inconsistent with any other provision hereof, or with the Declaration, or if such amendment is necessary to conform to the then current requirements of FNMA or FHLMC, the Veteran's Administration or the Federal Housing Administration with respect to similar projects, then at any time and from time to time the Board may effect an appropriate corrective amendment without the approval of the Lot Owners or the holders of any liens on all or part of the Barrington Manor properties.

Section 2. Approval of Participating Mortgagees. The Declaration and these By-Laws contain provisions concerning various rights and interest of holders of mortgages on Homes. Such provisions are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by mortgages. Accordingly, no amendment or modification of these By-Laws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior approval of sixty seven percent (67%) of Participating Mortgagees.

Section 3. Conflicts. In the case of any conflict between the Articles of Incorporation or recorded Covenants and these By-Laws, the Articles and recorded Covenants shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we being all the Directors of the Association have hereunto set our hands this _____ day of _____, 2005.

President

Vice President

Chairman

Secretary