

AMENDED BYLAWS OF
CHATHAM COURT HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME AND LOCATION

1.1. Name. The name of the corporation, referred to in these Bylaws as the "Association," is Chatham Court Homeowners' Association. The initial registered office of the Association shall be located at _____, but meetings of Members and directors may be held at other places within the Commonwealth of Pennsylvania that may be designated by the Executive Board.

ARTICLE II

DEFINITIONS

2.1 Act. "Act" shall mean the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, *et seq.*, as the same may be amended from time to time.

2.2 Association. "Association" shall mean and refer to the Chatham Court Homeowners' Association, a Pennsylvania nonprofit corporation.

2.3 Common Elements. "Common Elements" shall mean and refer to the Common Facilities and the Controlled Facilities as defined in the Declaration.

2.4 Common Facilities. "Common Facilities" shall mean and refer to the "Common Facilities" as defined in the Declaration.

2.5 Controlled Facilities. "Controlled Facilities" means and refers to those portions of the Property whether or not part of a Unit, which are not Common Facilities but which are maintained, improved, repaired and replaced by the Association, as more fully provided in the Declaration.

2.6 Declarant. "Declarant" shall mean and refer to Hartley Investment Properties, LP., a Pennsylvania limited partnership.

2.7 Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Reservations and Restrictions applicable to the Property to be recorded in the Office of the Recorder of Deeds for Butler County, as may be amended from time to time.

2.8 Individual. "Individual" means any natural person.

2.9 Member. "Member" shall mean and refer to those persons who are Units Owners.

2.10 Person. "Person" means any Individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

2.11 Plan. "Plan" shall mean and refer to the plan recorded, or to be recorded in the Recorder's Office of Butler County, Pennsylvania, depicting the Property, as the same may be amended from time to time.

2.12 Property. "Property" shall mean and refer to the Property as defined in the Declaration.

2.13 Unit. "Unit" shall mean and refer to a Unit as defined in the Declaration and as shown on the Plan.

2.14 Unit Owner. "Unit Owner" shall mean the fee simple owner of a Unit.

ARTICLE III

MEETINGS OF MEMBERS

3.1 Membership. The Association is a Pennsylvania nonprofit corporation established on a nonstock basis, all the Members of which are the Unit Owners of the Property. The Declarant, being the initial owner of all Units, will initially constitute all of the Members of the Association. A person will automatically become a Member of the Association at the time he or she acquires legal title to a Unit, and will continue to be a Member as long as he or she continues to hold title to the Unit. A Unit Owner will not be permitted to resign from membership in the Association prior to the time at which the Owner transfers title to the Unit to another. No membership interest may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership will be automatic upon transfer of title, but the Association may treat the prior Unit Owner as a Member for all purposes until satisfactory evidence of the recording of the instrument transferring title is presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Recorder of Deeds of Butler County will be determinative of all disputes concerning the date of transfer of title to any Unit or Units. Notwithstanding the foregoing, as more fully set forth in the Declaration, any obligations incurred by a Member prior to the transfer of title to a Unit to any successor in interest shall survive such transfer unless and until any outstanding assessment is paid in full.

3.2 Annual Meeting. The first annual meeting of the Members shall be held within sixty (60) days after conveyance of twenty-five percent (25%) of the Units by Declarant to Members other than Declarant. Subsequent regular annual meetings of the Members shall be held on the first Monday in April of each year thereafter or as otherwise fixed by the Executive Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following that is not a legal holiday.

3.3 Special Meetings. After termination of the period of Declarant control in accordance with the Declaration, special meetings of the Members may be called at any time by the president or by the

Executive Board, or on written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

3.4 Notice of Meeting. Written notice 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 the notice, by United States mail, postage prepaid, at least fifteen days before the meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or the Bylaws; any budget or assessment changes; and any proposal to remove a director or officer.

3.5 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

3.6 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. A Member may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

3.7 Voting. Voting at all meetings of the Association shall be on a per Unit basis, with each Unit entitled to one (1) vote. Cumulative voting is not permitted. Except as otherwise provided in the Act, the Declaration or these Bylaws, an affirmative vote of a majority of a quorum of Members present in person or by proxy shall be sufficient to enact any proposal.

(a) Multiple Unit Owners. Where more than one Individual is the Unit Owner of a Unit, the Individual who shall be entitled to cast the vote of such Unit shall be the Individual named in a certificate executed by all the Unit Owners of such Unit and filed with the Secretary (the "Designated Unit Member"). Such certificate shall be valid unless revoked by a subsequent certificate similarly executed. In the absence of such named Designated Unit Member from the meeting, a non-designated Unit Owner ("Non-Designated Unit Owner") shall be entitled to cast the vote of such Unit. In the case of more than one Non-Designated Unit Owner, the Non-Designated Unit Owner entitled to cast such vote shall be the Non-Designated Unit Owner who is present at a meeting. If the Designated Unit Member is not present, and more than one other Non-Designated Unit Owner 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 Unit Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Non-Designated Unit Owners. Any certificate executed by all Unit Owners shall be valid until revoked by a subsequent certificate similarly executed. Except where execution by Unit Owners in the same manner as a deed is required, and subject to the Declaration and these Bylaws, wherever the approval or disapproval of a Unit Owner is required by the Declaration or the Bylaws, such

approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association.

(b) Ownership by an Entity other than an Individual. If a Member is a corporation, joint venture, partnership or unincorporated association, the Individual who shall be entitled to cast the vote for such Member shall be the Individual named in a certificate executed by such entity pursuant to its governing documents. If a Member is a trust, the trustee or trustees shall be deemed to be the Member for voting purposes, however multiple Trustees shall designate one Trustee to cast the vote of such Member. To be effective, a designation of such Individual must be in writing, addressed to the Secretary of the Association, and will be effective until revoked in writing by the Unit Owner in accordance with the Unit Owner's governing documents.

ARTICLE IV

SELECTION AND TERM OF OFFICE

OF DIRECTORS

4.1 Number. The affairs of this Association shall be managed by the Executive Board. The Executive Board shall initially consist of one (1) director. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units by Declarant to Unit Owners other than Declarant, the number of directors shall be increased to three (3), two (2) of whom shall be appointed by Declarant and one (1) of whom shall be elected by the Members. Upon termination of the period of Declarant control in accordance with the Declaration, the Members shall elect all three (3) directors.

4.2 Term and Vacancies. Following the election of the Executive Board by Unit Owners other than Declarant, Directors shall be elected for a term of two years. Each director shall take office upon election and shall hold office until such director's successor has been elected or until such director's earlier death, resignation or removal.

4.3 Removal. Subject to the provisions of the Declaration and these Bylaws, any director other than a director appointed by the Declarant may be removed from the Executive Board, with or without cause, by a two-thirds vote of all Members present and entitled to vote at any meeting of Members at which a quorum is present. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Executive Board and shall serve for the unexpired term of his or her predecessor.

4.4 Compensation. No director shall receive compensation for any service he or she may render to the Association; however, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

4.5 Action Taken Without Meeting. The directors shall have the right to take any action in the absence of a meeting that 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

5.1 Nomination. Nominations for election to the Executive Board shall be made from the floor at the annual meeting of the Members.

5.2 Election. Election to the Executive Board shall be by secret written ballot. At the election the Members or their proxies may cast, in respect to each vacancy, one (1) vote per Member. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF EXECUTIVE BOARD

6.1 Regular Meetings. Regular meetings of the Executive Board shall be held not less than annually, without notice, at the place and hour that may be fixed from time to time by resolution of the Executive Board. Should the meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

6.2 Special Meetings. Special meetings of the Executive Board shall be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each director.

6.3 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 Executive Board.

ARTICLE VII

POWERS AND DUTIES OF THE EXECUTIVE BOARD

7.1 Powers. The Executive Board shall have power to:

(a) Adopt and publish rules and regulations ("Rules and Regulations") governing the use of the Common Elements, and the personal conduct of the Members and their guests on the Common Elements, and establish penalties for the infraction of the Rules and Regulations;

(b) Suspend the voting rights and right to use specific Common Elements of a Member during any period in which the Member shall be in default in the payment of any assessment levied by the Association; these rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published Rules and Regulations;

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Declaration;

(d) Declare the office of a member of the Executive Board to be vacant in the event the member shall be absent from two (2) consecutive regular meetings of the Executive Board; and

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

7.2 Duties. It shall be the duty of the Executive Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and present a statement of its acts and corporate affairs to the Members at the annual meeting of the Members, or at any special meeting when the statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

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

(c) As more fully provided in the Declaration.

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Member subject to assessment at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any Unit for which assessments are not paid within thirty (30) days after the due date or bring an action at law against the Member personally obligated to pay the assessments;

(d) Issue, or cause an appropriate officer to issue, on demand by any Unit Owner or Permitted Mortgagee, as defined by the Act, a certificate setting forth whether or not any assessment has been paid; provided, however, a reasonable charge may be made by the Executive Board for the issuance of t h e certificates; if a certificate states an assessment has been paid, the 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 deem appropriate; and

(g) Cause the Common Elements to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

8.1 Officers. The officers of the Association shall be a president and (after termination of the period of Declarant control) a vice-president, who shall at all times be members of the Executive Board, a secretary, and a treasurer, and other officers as the Executive Board may from time to time by create resolution.

8.2 Election of Officers. The election of officers shall take place at the first meeting of the Executive Board following each annual meeting of the Members.

8.3 Term. The officers of this Association shall be elected annually by the Executive Board and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

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

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Executive Board. Any officer may resign at any time by giving written notice to the Executive Board, the president, or the secretary. Resignation of an officer shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the Executive Board. The officer appointed to fill a vacancy shall serve for the remainder of the term of the officer he or she replaces.

8.7 Multiple Offices. The offices 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 after termination of the period of Declarant control except in the case of special offices created pursuant to Section 8.4 of this Article.

8.8 Duties. The duties of the officers are as follows:

(1) The president shall preside at all meetings of the Executive Board; see that orders and resolutions of the Executive Board are carried out; sign all leases, mortgages, deeds, and other written instruments; prepare, execute, certify and record amendments to the Declaration on behalf of the Association; and co-sign all checks and promissory notes.

(2) The vice-president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge all other duties as may be required of him or her by the Executive Board.

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

(4) The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse the funds as directed by resolution of the Executive Board; sign all checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and annual financial statements consisting of a balance sheet and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members within thirty days of completion.

ARTICLE IX

COMMITTEES

9.1 Committees. The Executive Board may appoint such committees as it may deem appropriate in carrying out the purposes of the Association.

ARTICLE X

USE RESTRICTIONS

10.1 General Restrictions. The following restrictions apply to the use of the Units:

(a) The Executive Board may, from time to time, promulgate reasonable Rules and Regulations that do not conflict with the provisions of the Declaration or these Bylaws, concerning the use and enjoyment of the Property. Copies of the then-current Rules and Regulations and any amendments to them must be furnished to all Unit Owners by the Association promptly after the adoption of the Rules and Regulations and any amendments to them.

(b) Each Unit Owner will be responsible for maintaining his or her Unit in good order and repair, at the expense of the Unit Owner.

(c) Any portion of the drapes, curtains, shades, or other window coverings that are visible from the outside of the Unit must have a backing that is white or ivory. Unit Owners must not use or permit anything to be hung or displayed on the outside of windows, and no sign, awning, canopy or shutter, may be affixed to or placed in any window.

(d) No Unit Owner, tenant, occupant, or prospective owner or occupant of a Unit may apply for or obtain any zoning exception, variance, change, or zoning classification or other relief with respect to a Unit without the prior written approval of the Executive Board.

10.2 Nuisance. As determined by the Executive Board in its sole discretion, no noxious, hazardous, excessively noisy, or offensive activity is to be conducted on or in any Unit,

Controlled Facility or on any Common Element, nor may anything be done or any object placed on or in any Unit, Controlled Facility or Common Element that is or may become a nuisance or cause disturbance or annoyance to other Unit Owners. At no time hereafter may any Unit Owner, his or her family, guests, invitees, or lessees, use any object or thing that creates noise, smoke, odor, soot, or vibrations in such manner as to disturb any other Unit Owner or lawful user of the Common Elements. The Association has the right to determine in accordance with the Bylaws and any Rules and Regulations if any such noise, smoke, odor, soot, or vibration, or any activity producing such outcome, constitutes a nuisance.

10.3 Signs, Fences, Etc. Other than marketing signs used by the Declarant, "for sale" signs and address signs identifying each Unit, no "for rent" sign, poster, display, billboard, or other advertising device of any kind may be displayed to the public view on any portion of the Property or on any Unit. Any fences (excluding any electronic or "invisible" dog fences), light standards, hardscapes or other devices or appurtenant structures of any kind may be erected, installed, or placed upon any of the Common Elements or any Unit only as specifically approved by the Declarant, or, after the Declarant has completed construction of the Units, the Association. The Association has the power to remove any such sign or device and to charge the costs incurred in their removal to the person responsible for erecting the sign or device.

10.4 Automobiles and Other Vehicles. Automobiles and all other vehicles may be parked only in areas designated for parking within the Common Elements. No Unit Owner may leave any non-operable vehicle or unlicensed vehicle anywhere on the Property. No Unit Owner may park or permit to be parked anywhere on the Property any of the following: snowmobiles, recreation vehicles, trailers, boat trailers, boats, jet skis, all-terrain vehicles, golf carts, tractor-trailers, motorcycles, motorbikes, or any other vehicle which does not fit or which is not parked inside a garage on the Property. No Unit Owner may operate, or permit to be operated on the Property, any motor vehicles other than automobiles, including, by way of illustration only, all-terrain vehicles, motor scooters, and snowmobiles, regardless of whether such motor vehicles are licensed or not. No Unit Owner may conduct repairs or restorations of any motor vehicle, boat trailer, aircraft, or other vehicle or trailer upon any portion of the Property.

10.5 Animal Restriction. No animals, livestock, reptiles, or poultry of any kind may be raised, bred, or kept on any Unit, except for non-vicious dogs, cats, birds and fish or other animals which in the sole discretion of the Executive Board are acceptable household pets, in reasonable numbers for the sole pleasure and use of the occupants. No Unit owner may allow any pet to roam at large or unleashed within the Property. The Declarant or the Association has the right to prohibit maintenance of any animal that constitutes, in the opinion of the Declarant or the Association, a nuisance to any other Unit Owner. Animals belonging to Unit Owners, occupants, or their tenants or invitees within the Property must be confined within an Owner's Unit or be under the direct control of a person capable of controlling the animal. Any Unit Owner will be absolutely liable to other Unit Owners, their families, guests, tenants, and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by a Unit Owner or by members of his or her family, tenants, or guests. It is the absolute duty and responsibility of each Unit Owner to clean up after such animals that have used any portion of the open space areas. No private doghouse, kennel, or other structure to house animals will be permitted on the Property.

10.6 Outdoor Activities. No garbage, refuse, rubbish, cuttings, or other waste materials may be deposited, kept, or permitted upon or around any Unit or Common Elements. Trash must be put out for pickup at the times and in the manner determined by the Association. No hunting, including hunting with firearms, bow and arrows, or other weapons, will be permitted on the Property, and the discharge of firearms or the use of fireworks for any reason will not be permitted.

10.7 Construction Materials and Equipment. Except for building materials and equipment of the Declarant, no building materials or equipment of any kind or character may be placed or stored outside of the Units, or on the Common Elements, except within the confines of an enclosed structure, or except in connection with construction approved as provided in this declaration. If building materials or equipment are placed in or around the Units in connection with such approved construction, that construction must be promptly commenced and completed with reasonable speed.

10.8 Outside Installations.

- (a) Except for exterior lighting installed by the Declarant as part of the lighting package provided by it to Unit Owners, no exterior lighting may be installed by Unit Owners.
- (b) No used, previously created, or temporary house structure or house trailer, and no temporary, nonpermanent outbuilding including, but not limited to, storage sheds, may ever be placed, erected, or allowed to remain on the Units or Common Elements, except by the Declarant or during construction activities approved as provided in this declaration. Decks and patios may be screened. Unit Owners may not hang towels, laundry, or other items from decks or patios. Unit Owners may not paint or otherwise alter the appearance of their decks or patios. All maintenance and repairs to Declarant-installed decks or patios must be performed by the Association. Unit Owners are responsible for maintaining any deck or patio installed by the Unit Owner or any extension of the Declarant-installed deck or patio, as well as any other Unit Owner installed outdoor living areas. Unit Owners are responsible for maintaining any deck or patio in a clean and neat manner.
- (c) Overhead wires, including, but not limited to, electrical, telephone, and television cable wires may not be installed on or outside of a Unit by any person or entity. Any exterior wires must be buried beneath the ground. Any waiver of this requirement shall be approved by both Declarant and the Association in writing and, if necessary, approved by Adams Township.
- (d) Except as provided in these Bylaws, no exterior radio antennae, television antennae, satellite dishes, or other signal receptors of any type may be erected or maintained anywhere on Common Elements. An antenna or dish may be installed anywhere except on the front wall of a Unit, as long as the antenna or dish does not extend beyond or hang over the deck or patio. Any signal receptors installed in a Unit will be subject to the

following restrictions, subject to any additional requirements or restrictions of, or rights permitted by, the FCC or any other applicable governmental agency:

- (A) Only one antenna or satellite dish will be permitted per Unit;
- (B) No satellite dish may be greater than one meter in diameter;
- (C) No antenna or satellite dish may be installed on the front of a Unit;
- (D) Any external installation must be colored to match the surrounding or background structure; and
- (E) Any such structure must be kept in good repair.

The Association has the right to establish additional Rules and Regulations as to locations and screening of any externally placed signal receptor not in conflict with FCC regulations.

10.9 Drainage. Unit Owners must not interfere with any drainage systems established within the property.

10.10 Declarant Exemption. The Declarant or its representatives, successors, or assigns will undertake the work of constructing Units and completing the Common Elements. The completion of that work and the sale, rental, and other disposal of Units is essential to the establishment and welfare of the Property as a residential community. As used in this section and its subparagraphs, the words "its representatives, successors, and assigns" specifically do not include purchasers of Units. In order that work may be completed and the Property established as a fully occupied residential community as rapidly as possible, no Unit Owner may do anything to interfere with, and nothing in this Declaration will be understood or construed to:

- (a) prevent the Declarant, its representatives, successors, or assigns, or its contractors or subcontractors, from doing on any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of their work, including, without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development;
- (b) prevent the Declarant, its representatives, successors, or assigns, or its contractors or subcontractors, from erecting, constructing, and maintaining on any Unit, or portion thereof, owned or controlled by the Declarant or its successors or assigns, any structures that may be reasonably necessary for the conduct of its or their business or completing the work and establishing the Property as a residential community and disposing of Units by sale, lease, or otherwise;
- (c) prevent the Declarant, its representatives, successors, or assigns, or its contractors or subcontractors, from conducting on any Unit, or any portion thereof, owned or controlled by the Declarant or its representatives, successors, or assigns, their business of developing, subdividing, grading, and constructing Units and other improvements on the Property as a residential community and disposing of Units on the Property by sale, lease, or otherwise;

(d) prevent the Declarant, its representatives, successors, or assigns, or its contractors or subcontractors, from maintaining any sign or signs on any Unit owned or controlled by any of them as may be necessary in the Declarant's sole discretion, in connection with construction, sales, leasing, or other marketing of Units in the Property including, without limitation, safety and Unit identification signs;

(e) prevent the Declarant, at any time prior to acquisition of title to a Unit by a Unit Owner, from granting any additional licenses, reservations, and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary in the Declarant's sole discretion for the proper development and disposal of the Property;

(f) prevent the Declarant, its representatives, successors, or assigns, from maintaining offices and models on any Unit owned by the Declarant or in the Common Element portion of the Property in connection with the management, or sale or rental of Units owned by the Declarant in the Planned Community; or

(g) prevent the Declarant, its representatives, successors, or assigns, from developing any other property adjacent to or nearby the Property or elsewhere.

ARTICLE XI

FISCAL YEAR

11.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.

ARTICLE XII

BOOKS AND RECORDS

12.1 Books and Records. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the office of the Property Manager, where copies may be purchased at reasonable cost.

ARTICLE XIII

AMENDMENTS

13.1 Meetings. After termination of the period of Declarant control in accordance with the Declaration, these Bylaws 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.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Severability. The provisions of these Bylaws are deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion hereof will not affect the validity or enforceability of any other provision or portion hereof unless the deletion of such invalid or unenforceable provision will destroy the uniform plan for development and operation of the Planned Community project that the Declaration (including the Plats and Plans) and these Bylaws are intended to create.

14.2 Conflicts. The Act and the Declaration will control in the case of any conflict between the provisions thereof and the provisions of these Bylaws. The Act, the Declaration, and these Bylaws will control in the case of any conflict between the provisions thereof and the provisions of the Rules and Regulations, if any.

14.3 Notices. All notices or other communications required or permitted under these Bylaws must be in writing and will be deemed to have been given when personally delivered or on the second business day after the day on which mailed by certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (i) if to a Unit Owner at the single address that the Unit Owner designates in writing and files with the Secretary or, if no such address is designated, at the address of the Unit of the Unit Owner, or (ii) if to the Association, the Executive Board, or to the managing agent, at the principal office of the Association and to the managing agent or at any other address that may be designated by notice in writing to the Unit Owners pursuant to this section. If a Unit is owned by more than one person, each such person who so designates a separate address in writing to the Secretary is entitled to receive all notices hereunder.

14.4 Headings. The headings preceding the various sections of these Bylaws are intended solely for the convenience of readers of these Bylaws and in no way define, limit, or describe the scope of the Bylaws or the intent of any provision hereof.

14.5 Gender. The use of the masculine gender in these Bylaws is deemed to include the feminine and neuter genders, and the use of the singular is deemed to include the plural, and vice versa, whenever the context so requires.

Adopted: _____

**FIRST AMENDED DECLARATION
OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS
CHATHAM COURT, A FLEXIBLE PLANNED COMMUNITY**

This Declaration, made this 6th day of August, 2013, by Hartley Investment Properties, LP, as owner in fee simple of the property located in Adams Township, Butler County, Pennsylvania as more particularly described in the Planned Residential Development filed in the Butler County Recorder of Deeds Office at Plan Book Volume 317, Page 7 and also as described in the original Declaration of Covenants, Conditions, Reservations, and Restrictions for Chatham Court (the "original Declaration") dated February 25, 2010, and recorded in the Butler County Recorder of Deeds at Instrument No. 201002260004071.

WITNESSETH:

WHEREAS, pursuant to said original Declaration, Declarant desires to amend the Declaration of Covenants, Conditions, Reservations and Restrictions to amend the name of the Declarant.

WHEREAS, the Declarant named in the Declaration of Covenants, Conditions, Reservations and Restrictions as referenced above was: "Grace Bay Limited Partnership" (the "Declarant"), as it was owner in fee simple of the property described herein and in Exhibit "A" to the original Declaration; and,

WHEREAS, subsequent to the filing of the original Declaration, Grace Bay Limited Partnership conveyed title in fee simple to the property as described herein and in the original Declaration to Hartley Investment Properties LP; and,

WHEREAS, the Declarant for the Chatham Court Declaration of Covenants, Conditions, Reservations and Restrictions shall be Hartley Investment Properties, LP; and,

WHEREAS, all such references to the Declarant in the original Declaration shall be amended from Grace Bay Limited Partnership to Hartley Investment Properties, LP; and,

WHEREAS, it is the intent of this Amended Declaration to supersede and replace the original Declaration with respect to the appropriate Declarant.

NOW, THEREFORE, the original Declaration of Covenants, Conditions, Reservations and Restrictions for Chatham Court, a Flexible Planned Community recorded in the Butler County Recorder of Deeds Office at Instrument No. 201002260004071 shall be amended such that the Declarant as defined in the Declaration is the fee simple owner of the property, Hartley Investment Properties, LP.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have caused this instrument to be executed this 6th day of August, 2013.

WITNESS:

HARTLEY INVESTMENT PROPERTIES, LP

Andrea C. Paerdt

By: D. Michael Hartley
D. Michael Hartley

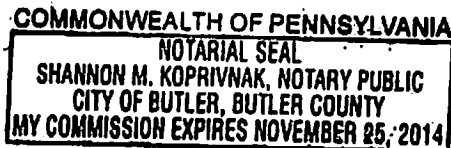
COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF BUTLER :

On this 6th day of August, 2013, before me, a notary public the undersigned officer, personally appeared D. Michael Hartley, known to me (or satisfactorily proven) to be to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Shannon M. Koprivnak
Notary Public

My Commission Expires:



**SECOND AMENDED DECLARATION
OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS
CHATHAM COURT, A FLEXIBLE PLANNED COMMUNITY**

This Declaration, made this 10th day of August, 2013, by Hartley Investment Properties, LP, as owner in fee simple of the property located in Adams Township, Butler County, Pennsylvania as more particularly described in the Planned Residential Development filed in the Butler County Recorder of Deeds Office at Plan Book Volume 317, Page 7 and also as described in the original Declaration of Covenants, Conditions, Reservations, and Restrictions for Chatham Court (the "original Declaration") dated February 25, 2010, and recorded in the Butler County Recorder of Deeds at Instrument No. 201002260004071.

WITNESSETH:

WHEREAS, pursuant to said original Declaration, the Declaration was previously amended by virtue of the First Amended Declaration of Covenants, Conditions, Reservations and Restrictions for Chatham Court, A Flexible Planned Unit Community dated August 6, 2013, and recorded in the Recorder's Office of the Butler County Recorder of Deeds at Instrument No. _____; and,

WHEREAS, pursuant to said original Declaration, Declarant desires to further amend the Declaration of Covenants, Conditions, Reservations and Restrictions to provide for a Capital Improvement Fee.

NOW, THEREFORE, the original Declaration of Covenants, Conditions, Reservations and Restrictions for Chatham Court, a Flexible Planned Community recorded in the Butler County Recorder of Deeds Office at Instrument No. 201002260004071 is further amended as follows:

1. By adding Section 16.8 in Article XVI as follows:

Section 16.8. Capital Improvement Fee. In accordance with and subject to the provisions of the Pennsylvania Uniform Planned Community Act (68 Pa. C.S.A. § 5101 et seq.), as amended, upon the transfer of a title to any unit, by a unit owner, including the Declarant, a contribution shall be made by or on behalf of the purchaser to the Capital Improvement Fund of the Association in an

amount equal to three (3) months of the annual common expense assessments for that unit for that year as determined by the Executive Board. This amount shall be in addition to, and not in lieu of, the assessments otherwise levied on the unit and shall not be considered an advance payment of any portion thereof. The contribution to the Capital Improvement Fund shall be collected at the closing on any transfer of a unit and shall constitute a lien against the unit collected and paid to the Association.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have caused this instrument to be executed this 6th day of August, 2013.

WITNESS:
Andrea C. [Signature]

HARTLEY INVESTMENT PROPERTIES, LP
By: [Signature]
D. Michael Hartley

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF BUTLER :

On this 6th day of August, 2013, before me, a notary public the undersigned officer, personally appeared D. Michael Hartley, known to me (or satisfactorily proven) to be to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

[Signature]
Notary Public

My Commission Expires:

