

BY-LAWS

OF

INDIAN MEADOWS

HOMEOWNER'S

ASSOCIATION

JULY 11, 2012

ARTICLE I NAME AND LOCATION

The name of the entity is the Indian Meadows Homeowner's Association, hereinafter 'referred to as the "ASSOCIATION". Meetings of Members and directors may be held at such places within the Commonwealth of Pennsylvania, County of Butler, as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 1.

"PLAN(S)" shall mean the Plan of Subdivision, Indian Meadows Plan, as recorded in the Recorder's Office of Butler County in Plan Book Volume 292, page 11, as the same may be amended from time to time.

Section 2.

"OPEN SPACE(S)" shall mean the Open Space(s) as shown on the Plan(s) and all buildings and structures erected thereon and improvement thereto, including but not limited to identification signs for the planned community.

Section 3.

"LOT" shall mean a lot as described in the Plan(s).

Section 4.

"LOT OWNER" shall mean the owner in fee simple of any Lot, but shall not include the Declarant (except that the Declarant shall be a Lot Owner with respect to any Lot owned by the Declarant after the termination of Declarant control in accordance with Article 13), any builder taking title to any Lot or any person or persons purchasing a Lot under contract (until such contract is fully performed and legal title conveyed of record).

Section 5.

"DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Indian Meadows Plan of Lots applicable to the Properties recorded on October 18, 2006 at 12:22 PM and any and all subsequent amendments (original and 3 amendments as of

the date of this document) as recorded in the Office of the Recorder of Deeds for Butler County, Pennsylvania. See Exhibit A.

Section 6.

"MEMBER" shall mean and refer to those persons entitled to membership in the Indian Meadows Homeowner's Association by holding a valid deed to a lot (or lots) in Indian Meadows as defined and provided for in the Declaration and recorded as in Section 9 of this article below.

Section 7.

"RECORDED" shall mean duly recorded in the Recorder of Deeds for Butler County, Pennsylvania, unless otherwise clearly indicated.

Section 8.

"BOARD OF DIRECTORS" shall mean those duly elected individuals who, in accordance with the provisions of the DECLARATION, shall manage the affairs of the ASSOCIATION.

ARTICLE III MEETING OF MEMBERS

Section 1. ANNUAL MEETINGS.

The first annual meeting of the Members was held on July 11, 2012 at which time the official formation and recognition of the Association occurred. Each subsequent regular annual meeting of the Members shall be held as near to on the same day of the same month of each year thereafter as practical, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. SPECIAL MEETINGS.

Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members of at least one-fourth (1/4) of the Members who are entitled to vote of all of the votes of the membership. Voting rights are determined by lot ownership.

Section 3. NOTICE OF MEETINGS.

Written notice of each meeting of the Members (either annual or special) shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by emailing or mailing a copy of such notice at least Fifteen (15) days before such meeting to each Member entitled to vote there at,

addressed to the Member's email address (or mailing address) last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of such notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. QUORUM.

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The Members at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough shares to leave less than a quorum, it being understood that this shall in no way operate to reduce the required assent set forth in the Declaration of Covenants with regards to Conditions and Restrictions and the Articles of Incorporation for dedication and transfer of common area, merger or consolidation, mortgaging of the common area, approval of special assessment or of increase in the annual assessment, or dissolution of the Association. In the presence of a quorum, any action that does NOT generate an exception to the Articles of Incorporation, the Declaration, or these By-Laws, except as provided for in Article XIV, Section 1 – VOTE, may pass by a vote of the majority of the quorum and proxies (if any).

Section 5. PROXIES.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, or email from the known registered email address on the Association books and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. VOTING RIGHTS

Voting rights are determined by lot ownership. Owners are only entitled to vote given that their assessment (see Article I) has been paid in accordance with the covenants. Those Members who own multiple lots are entitled to the corresponding number of votes given that their assessment has been paid in accordance with the covenants for said multiple lots. Failure to pay the annual assessment automatically withholds any associated voting right.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. NUMBER.

The affairs of this Association shall be managed by a Board of THREE (3) to EIGHT (8) DIRECTORS, who must be lawful owners of a lot(s) in the Plan.

Section 2. TERM OF OFFICE.

At the first membership meeting in which the Association is to be formed, the Members shall elect directors, for a term of one year.

Section 3. REMOVAL.

Any director may be removed from the Board of Directors, with or without cause, by a two-thirds vote of all Members present and entitled to vote at any meeting of the Members of which quorum is present. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION.

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

Section 5. ACTION TAKEN WITHOUT A MEETING.

The directors shall have the right to take any action in the absence of a meeting (as provided for in Article VII below) which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION

Nomination for election to the Board of Directors subsequent to the establishment of the initial board shall be made by a Nominating Association. Nominations may also be made from the floor at the annual meeting. The Nominating Association shall consist of a Chair, who shall be a Member of the Board of Directors. The Nominating Association shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Association shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made in a manner consistent with Section 2 of Article IV hereof.

Section 2. ELECTION.

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

ARTICLE VI MEETINGS OF BOARD OF DIRECTORS

Section 1. REGULAR MEETINGS.

Regular meetings of the Board of Directors shall be held at least quarterly, at such place and hour as decided from time to time by resolution of the board.

Section 2. SPECIAL MEETINGS.

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. QUORUM.

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

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS.

The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Open Spaces and facilities (if any), and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association or as provided for in the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations; assessments shall continue during suspension;

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

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

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

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

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

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

c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period commensurate with the expected expenses of the Association and its Membership;

(2) send written notice to each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Lot Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person with a legitimate interest, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property and assets owned by the Association;

(f) procure and maintain workmen's compensation insurance and such other insurance as may be available and desirable for its employees and for the board;

(g) cause all officers or employees: having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) cause the Open Spaces (if any) to be maintained, including but not limited to grass cutting and planting, snow removal streets and walks, recreational facilities, utility easements, maintenance of street signs, etc.

ARTICLE VIII BOARD OF DIRECTORS OFFICERS, SUBCOMMITTEE OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS.

The Board of Directors officers, and that of any sub-Association formed by the Board of Directors shall be a President and a Secretary and such other officers as the Board may from time to time by resolution create. The Board of Directors shall also have a Treasurer. Additionally, any subcommittee created by the Board of Directors may also have a President, Vice-President, and Secretary depending upon the nature of the subcommittee and at the sole discretion of the Board of Directors, The Subcommittee officers may also be Members of the Board of Directors.

Section 2. ARCHITECTURAL SUBCOMMITTEE

The Board shall create at least one subcommittee named the Architectural Subcommittee. The Subcommittee shall consist of at least three (3) Members appointed by the Board of Directors. The Subcommittee shall receive complaints regarding compliance with the covenants, shall investigate the same, and shall provide its findings and enforcement recommendations to the Board of Directors. The Board of Directors retains its authority to enforce the covenants.

In addition, the Architectural Subcommittee shall review all improvements and renovations, and shall provide findings and recommendations regarding the same to the Board of Directors.

(a) Improvements and Renovations Process. No improvements or renovations (including, without limitation, garages, swimming pools, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary and flagpoles, but excluding improvements interior to a Structure) shall be constructed nor shall any Lot or structure on a Lot be modified or altered, without the prior written approval of the Board.

The Architectural Subcommittee's review and recommendations shall be in accordance with these Bylaws, the Articles of Incorporation and Declaration, and any such standards as may be promulgated by the Board. Such review and standards shall or may include, without limitation: general aesthetic character of Improvements to be constructed; placement, orientation and location of improvements on a Lot; landscaping species, location and arrangement; architectural style; elevations; grading plan; color, quality, style and composition of exterior materials, including (without limitation) roofs, walls, patios, sidewalks and driveways; location, style, composition and extent of fencing; roof line and orientation; and appropriateness of permitting any proposed structures or improvements, such as fountains, flagpoles, statuary, outdoor lighting, or others. The Board is not obligated under any circumstances to approve any improvements if the Board reasonably determine that same would detract from the overall aesthetic quality of the area. The Board of Directors shall have the right and power on behalf of the Association to enforce in Courts of competent jurisdiction its decisions.

(b) Submissions to Architectural Subcommittee. To secure the approval (the "Final Approval") of the Board, a Lot Owner shall deliver to the Architectural Subcommittee in form and substance reasonably satisfactory to the Subcommittee the number of complete sets hereinafter set forth of:

- (1) a site plan showing the location, dimensions, orientation to boundary lines and the set-back lines, of proposed buildings, garages, other structures, driveway, sidewalks, fencing and all other improvements;**
- (2) construction plans, specifications and sections for all floors and levels, height and size of each structure;**
- (3) drawings and details of all exterior surfaces, including the roof, all elevations, and including the color, quality and type of exterior construction materials with samples (collectively, the "Exterior Plan");**
- (4) all such other information as may be reasonably required that would enable the Subcommittee to determine the location, scale, design, character, style and appearance of such Lot Owner's intended improvements.**

The Lot Owner shall supply as many sets, not to exceed three (3), as deemed appropriate by the Subcommittee.

Where a Lot Owner has neglected to submit a site plan and/or a schematic plan for approval, failure of the Architectural Subcommittee to exercise the powers granted by this Section shall never be deemed a waiver of the right to do so either before or after a building or other improvement in the Property, or any exterior addition to or alteration therein, has been completed.

(c) Time for Review of Plans. Upon submission by the Lot Owner to the Architectural Subcommittee of a written request for approval, the Subcommittee shall endeavor to review and provide recommendations to the Board within fifteen (15) days from receipt of plans. The Board then shall decide by majority vote at the next Scheduled Board meeting or special Board meeting whether to accept or deny the Subcommittee's recommendations. The Board shall endeavor to notify the Lot Owner in writing whether the plans are approved or disapproved within fifteen (15) days of receipt of the Subcommittee's recommendations. The Board shall approve the plans if such plans do not violate the Declaration, the Bylaws, Articles of Incorporation or any additional guidelines established by the Board, and are consistent with the Board's judgment on aesthetic compatibility of the proposed improvements with other portions of the Lot and/or improvements thereon. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Any failure by the Board to approve or disapprove the plan in writing within thirty (30) days from the Lot Owner's submitted plans shall not constitute a waiver. No construction of the improvements provided for in the plans shall be commenced until the receipt of the Board's written approval.

(d) Review of Revised Plans. If the Board shall disapprove any part of the plans, the Lot Owner may revise the plans to incorporate such change requested by the Board. The Board shall endeavor to review such revised plans within fifteen (15) days to determine the Lot Owner's compliance with the Board's requested changes.

(e) **Changes in Approved Plans.** A Lot Owner shall secure the written approval of the Board to any material change or revisions in approved Plans in the manner provided in this Section for the approval of Plans.

(f) **No Liability.** Neither the Association, Board of Directors, the Architectural Subcommittee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Lot Owner affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, including specifically, but without limitation, consequences of any defect in any plans or specifications. Every person who submits plans or specifications to the Architectural Subcommittee and Board for approval agrees, by submission of such plans and specifications, and every Lot Owner agrees, that he or she will not bring action or suit against Declarant, the Association, the Board of Directors, the Architectural Subcommittee, or any of the members thereof to recover any such damages.

(g) **Rules and Regulations.** The Architectural Subcommittee may from time to time, in consultation with the Board of Directors, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 3. ELECTION OF OFFICERS.

Following the initial formation of the board, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 4. TERM.

The officers of any proposed sub-Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he or she shall sooner resign, the subcommittee tenure closes, or shall be removed or otherwise disqualified to serve.

Section 5. SPECIAL APPOINTMENTS.

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

Section 6. RESIGNATION AND REMOVAL.

Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, 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 7. VACANCIES.

A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8. 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 except in the case of special offices created pursuant to Section 4 of this Article.

Section 9. DUTIES. The duties of the officers (if any) and duly elected board Members are as follows:

PRESIDENT

(a) The Board of Directors President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. Similarly, any individual appointed to a President of a sub-committee, shall have like duties for that sub-committee.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead and shall have all the powers of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors. Similarly, any individual appointed to a Vice-President of a sub-committee, shall have like duties for that sub-committee.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors. Similarly, any individual appointed to a Secretary of a sub-committee, shall have like duties for that sub-committee.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall

prepare an annual budget 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. There is to be no similar position for any sub-Association.

ARTICLE IX INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association and its Members shall indemnify every director or officer, his heirs, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the corporation, or, at its request, of any other corporation of which it is a stockholder or creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall be subject to inspection by any Member upon reasonable notice. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the Secretary's residence, where paper copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien. against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Open Spaces or abandonment of his Lot.

Payment shall be made to the Association or to such collection agent as the Association shall direct in writing.

ARTICLE XII

AMENDMENTS

Section 1. VOTE. Once established, these By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy. At any time and by a majority vote of a quorum of the Board of Directors, the by-laws may also be revised to correct errors of omission, typing, and of process or to provide for additional clarity in their execution.

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

ARTICLE XIII

MISCELLANEOUS

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

The use of email to a registered email address maintained by the secretary shall constitute notice under any action taken herein. The use of paper medium will be made when no such email address is registered.

IN WITNESS WHEREOF, we, being all of the Directors of the INDIAN MEADOWS
HOMEOWNER'S ASSOCIATION have hereunto set our hands this _____ Day of
_____, 2012.