

Cover to the Recording of the Amendment to the

Deer Run Phase II Community Services Association, Inc. By-Laws

AND NOW, HERETO, Pursuant to the Deer Run Phase II Community Services Association, Inc. By-Laws, Article XIII, the By-Laws may be amended at a regular meeting by a vote of a majority of a quorum of members present in person or proxy,

On June 3, 2004, a regular meeting of the Deer Run Phase II Community Services Association, Inc. was held. At that time, as evidenced by the proxies attached hereto and marked as Exhibit "A," there was a majority in favor of amending said By-Laws.

The amendment to the said By-Laws is to Article XIV, which will mirror the language contained in the affiliated By-Laws of Deer Run Homeowners Association, Inc. (also a non-profit corporation).

These By-Laws are being recorded, along with a copy of the Declaration of Covenants, Conditions and Restrictions by Shelter Enterprise, Inc., Deer Run Phase II Project, with Joinder of Ryan Homes, Inc., as previously recorded in the office of the Butler County Recorder of Deeds Volume 1184, page 856-878.

IN WITNESS WHEREOF, as counsel to the Deer Run Phase II Community Services Association, Inc., I have hereunto set my hands this 2nd day of September, 2004.

Jennifer Gilliland Vanasdale, Esq.

BY-LAWS

OF

DEER RUN PHASE II COMMUNITY SERVICES ASSOCIATION, INC.

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TABLE OF CONTENTS

```
ARTICLE I.
               Name and Location
               Definitions
ARTICLE II.
   Section 1.
                   Association
   Section 2.
                   Properties
   Section 3.
                  Common Area
                   Lot
   Section 4.
   Section 5.
                   Owner
   Section 6.
                   Declarant
   Section 7.
                   Declaration
   Section 8.
                  Member
   Section 9.
                   Recorded
              Meeting of Members
ARTICLE III.
   Section 1.
                Annual Meetings
   Section 2.
                   Special Meetings
                  Notice of Meetings
   Section 3.
                  Voting
   Section 4.
   Section 5.
                  Quorum
   Section 6.
                  Proxies
              Board of Directors; Selection; Terms of Office
ARTICLE IV.
   Section 1.
                  Number
   Section 2.
                  Term of Office
                  Removal
   Section 3.
   Section 4.
                  Compensation
                  Action Taken without a Meeting
   Section 5.
              Nominations and Election of Directors
ARTICLE V.
   Section 1.
                  Nomination
                  Election
   Section 2.
              Meetings of Directors
ARTICLE VI.
   Section 1.
                  Regular Meetings
                  Special Meetings
   Section 2.
                  Quorum
   Section 3.
              Powers and Duties of the Board of Directors
ARTICLE VII.
   Section 1.
                  Powers
                  Duties
   Section 2.
```

TABLE OF CONTENTS (Continued)

ARTICLE VIII. Officers and their Duties

Section 1. Enumeration of Officers

Section 2. Election of Officers

Section 3. Term

Section 4. Special Appointments

Section 5. Resignation and Removal

Section 6. Vacancies

Section 7. Multiple Offices

Section 8. Duties

ARTICLE IX. Committées

ARTICLE X. Books and Records

ARTICLE XI. Assessments

ARTICLE XII. Corporate Seal

ARTICLE XIII. Amendments

Section 1. Vote

Section 2. Conflict with Declarations

ARTICLE XIV. Miscellaneous

BY-LAWS

OF

DEER RUN PHASE II COMMUNITY SERVICES ASSOCIATION, INC.

ARTICLE I

The name of the corporation is Deer Run Phase II Community Services Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 719 Doe Ridge, Mars, PA 16046, but meetings of members and directors may be held at such places within the Commonwealth of Pennsylvania as may be designated by the Board of Directors.

ARTICLE II Definitions

- Section 1. "Association" shall mean and refer to Deer Run Phase II Community Services Association, Inc., it successors and assigns.
- <u>Section 2</u>. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the provisions of said Declaration.
- Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- Section 4. "Lot" shall mean and refer to any plot of land and any designation of units shown upon the recorded subdivision may of the Properties or on Exhibit "B" hereof with the exception of the Common Area. If each plot of land or a unit designation does not result in an actual corresponding constructed unit, a "Lot" shall mean and refer to an area upon or in which a Living Unit is constructed. The term "Lot" shall include a condominium and apartment Living Unit where such may occur.
- <u>Section 5</u>. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- <u>Section 6</u>. "Declarant" shall mean and refer to Shelter Enterprises, Inc., it successors and assigns, if such successors and assigns should acquire more than on undeveloped Lot or acreage which is part of the Properties from the Declarant for the purpose of development.

<u>Section 7</u>. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania.

<u>Section 8</u>. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declarations.

<u>Section 9</u>. "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds, Butler County, Pennsylvania, unless otherwise clearly indicated.

ARTICLE III Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 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.

<u>Section 2.</u> <u>Special Meetings.</u> 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 who are entitled to vote one-fourth (1/4th) of all the membership votes.

Section 3. Notice of Meetings. Except as otherwise provided in the Declarations, 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 or delivering a copy of such notice to each member entitled to vote thereat at least fifteen (15) days in advance of such meeting, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. 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. Voting. Except as otherwise provided in the Declaration or By-Laws, all motions, resolutions, etc. of the Association shall be passed by a majority of the votes cast in person or by proxy, without regard of classes of membership.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast one-tenth (1/10th) of all votes, regardless of class of membership, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the 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.

Section 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 and shall automatically cease upon the conveyance by the member of his Lot or termination of occupancy as the case may be.

ARTICLE IV Board of Directors; Selection; Term of Office

Section 1. Number. Initially, the affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. Beginning with the first annual meeting to be held after 300 Lots have been sold by Declarant, the Board shall be composed of nine (9) members, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members, shall elect five (5) Directors for a term of one (1) year; at each annual meeting thereafter until 300 Lots have been sold by the Declarant, the members shall elect Directors for a term of (1) year. At the first annual meeting at which nine (9) Directors are to be chosen, the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, or the vacancy of an office of a member of the Board 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 raimbursed for his actual expenses incurred in the performance of his duties.

<u>Section 5. Action Taken Without a Meeting</u>. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V Nomination and Election of Directors

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor of the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association or the Board of Directors. The Nominating Committee 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 Committee shall make any such 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 nomination shall be made in a manner consistent with Section 1 of Article IV hereof.

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

ARTICLE VI Meetings of Directors

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

- <u>Section 2.</u> <u>Special Meetings.</u> Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.
- <u>Section 3.</u> <u>Quorum.</u> A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act/of the Board.

ARTICLE VII Powers and Duties of the Board of Directors

- Section 1. Powers. The Board of Directors shall have power to:
- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests theron, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights, the right to use of the recreational facilities and any or all other of the rights and privileges of membership in the Association of a member for any period during which any assessment against his Lot or Living Unit remains unpaid. Such 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; assessments shall continue during suspension;
- (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 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.

By-LAWS Page 6.

<u>Section 2.</u> <u>Duties.</u> 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 (1/4th) 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;
- (2) send written notice of each assessment to every Owner subject thereto as 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 Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board 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 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 Area to be maintained.

ARTICLE VIII Officers and their Duties

- <u>Section 1.</u> 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 offices as the Board may from time to time by resolution create.
- <u>Section 2</u>. <u>Election of Officers</u>. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- <u>Section 3.</u> <u>Term.</u> The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.
- Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority of all the members of the Board, with or without a meeting. Any officer may resign at any time by 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.
- <u>Section 6. Vacancies.</u> A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- Section 7. Multiple Offices. The 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 8. Duties. The duties of the officers are as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.
 - (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 other duties as may be required 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; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank account 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 and shall obtain the co-signature of the President on all promissory notes and the co-signature of one (1) other officer of the Association on all checks, if and as the Board of Directors specifies from time to time; 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 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.

ARTICLE IX Committees

The Board of Directors of the Association shall appoint an Environmental Protection Board (EPB) as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

BY-LAWS Page 9.

ARTICLE X 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 By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI Assessments

As more fully provided in the Declaration, each Owner is obligated to pay 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 the delinquency at the rate of six percent (6%) 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 assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII Corporate Seal

The Association shall have a seal in a circular form having within its circumference the words: Deer Run Phase II Community Services Association, Inc.

ARTICLE XIII Amèndments

Section 1. Vote. 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, except that the Federal Housing Administration and Veterans Administration shall have the right to veto amendments only in accordance with the conditions set forth in Article X, Section 5 of the Declaration.

BY-LAWS Page 10.

<u>Section 2</u>. <u>Conflict with Declaration</u>. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV Miscellaneous

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

IN WITNESS WHEREOF, we, being all of the Directors of the Deer Run Phase II Community Services Association, Inc. have hereunto set our hands this //#i day of //// 1991.

President

Vice-President

Secretary

Treasurer

Director-At-Large

Article XIV

Miscellaneous

<u>Section 1.</u> 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 inspection.

Section 2. Indemnification. The Association shall reimburse or indemnify each director, officer and employee of the Association (and of any other corporation or association which he served at the request of the Association) for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit, or proceeding (whether brought by or in the name of the Association or such other corporation or association or otherwise), civil, criminal, administrative or investigative (hereinafter called "action"), in which he may become involved as a party or otherwise by reason of his being or having been such director, officer or employee, or by reason of any action taken or not taken in such capacity, whether or not he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of these By-Laws, provided that (a) in respect of any action by or in the right of the Association or such other association, such person was not negligent or guilty of misconduct to the Association or such other association, and (b) in all respect to all other actions such person acted in good faith in what he reasonably believed to be in the best interest of the Association or such other corporation or association and, in addition, in any criminal action had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

<u>Section 3</u>. As used in these By-Laws the terms "liabilities and expenses" shall include but not be limited to counsel fees and expenses and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by a director, officer or employee, but shall not include amounts paid to the Association itself (or to such other corporation or association) unless approved by a court.

Section 4. Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as or right; otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him only if it shall be determined that such person has met the standards set forth in Section 2, either (a) by the Board of Directors, acting by a quorum consisting of two (2) or more members of the Association other than those involved in the action, or (b) if there are not at least two (2) members then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association their written advice to such effect.

Section 5. Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.

Section 6. The foregoing right of reimbursement or indemnification shall not be impaired by reason of any officer, director or employee of the Association being an officer, employed or third party contractor to any Developer and shall not be exclusive of other rights to which any such person may otherwise be entitled and in the event of death, shall extend to his legal representatives.

IN WITNESS WHEROF, we, being all of the Directors of the Deer Run Phase II

Community Services Association, Inc. have hereunto set our hands this 3rd day of 2004.

Michelle Switala, President (SEAL)

Bob Fiedler, Vice-President (SEAL)

Melissa Valosio, Secretary (SEAL)

ACKNOWLEDGMENT

Commonwealth of Pennsylvania)
County of Butler)

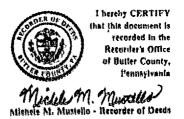
On this the 2nd day of September, A.D. 2004, before me, a Notary Public, the undersigned officer, personally appeared Michelle Switala, who acknowledged herself to be the President of the Board of Directions of Deer Run Phase II Community Services Association, Inc., and that she duly authorized person to do so, executed the foregoing instrument for the purposes therein contained.

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

Jennifer Gilliland Vanasdale, Esquire

Notary Public

NOTARIAL SEAL
JENNIFER L. GILLILAND-VANASDALE, NOTARY PUBLIC
SEVEN FIELDS BORO., BUTLER COUNTY
MY COMMISSION EXPIRES APRIL 25, 2006



Print Name: Scott Schmidt

Address: 208 Shadyside Druc, Alignipa, 7A 15007

(an behalf of 343 Faun Tail)

Date: 5/13/04

Exhibit "A"

Signature: MARCY MAINE

Print Name: MARCY MAINE

Address: 338 FAWN TRAIL

Date: 4-May, 2004

Signature: Rancy L. Feldbauer

Print Name: Nancy L. Feldbauer

Address: 408 Ten Point Lane

Date: May 6, 2004

Signature: Pamela & Best
Print Name: Pamela J. Best
Address: 340 Fawn Tr.
Date: 5-6-04

Signature: Jan P. Atth Print Name: John P. Porthan

Address: 527 Tev Pont Cant

Date: 5/6/64

Signature: Jane n. allen

Print Name: JANE N. Allen

parties and the real real

Address: 328 Fawn Tal

Date: 4-26-04

Signature: Mesta Soldestein

Address: 702 Doc Ridge

Pote: 4/204

Signature: Jane Fredler

Print Name: SANE FIEDLER

Address: 501 TEN POINT CANE

Date: 4/26/04

Signature: Blot Dulin

Print Name: Robert Diehm

Address: 225 white-fail Ridge

Date: 4-28-04

Signature: Hany J. Knauf

Print Name: HARRY RNAUF

Address: 7/1 DOE RIOGE

Date: <u>April 30 2004</u>

Signature: Ann M. Macolly:

Print Name: ANN M- GIACOBBI

Address: 207 WHITE-TRIL ROGE

Date: 04/30/04

Signature: Plane L ERNST

Address: 507 TEN POINT LANE

Signature: Mato JaMatus

Print Name: Matt DeMarco

Address: 503 Ten Point Lane

Date: 4-25-04

Signature: Janie Widmai Er.

Address: 517 Ten Point Cane.

Signature: Ocho a Bond

Print Name: Fika A. Bond

Address: 519 Ten Point LV.

Date: 5/8/04

Signature: Many B. Zinkhaw

Print Name: Nancy & Zinkham

Address: 716 Doe Ridge Ct

Date: May 7, 2004