

BY-LAWS

BY-LAWS

OF

BRISTOL CREEK HOMEOWNERS ASSOCIATION, INC.
A Nonprofit Corporation

Adopted as of NOV 18, 1994

BY-LAWS
OF
BRISTOL CREEK HOMEOWNERS
ASSOCIATION, INC.

A Pennsylvania NonProfit Corporation

ARTICLE I
Introductory

1.1 Name. The name of the corporation is Bristol Creek Homeowners Association, Inc.

1.2 Definition of By-Laws. These By-Laws constitute the code of rules adopted by the Bristol Creek Homeowners Association, Inc. for the regulation and management of its affairs.

1.3 Principal Office. The principal and registered office of the corporation shall be located at P.O. Box 437, Warrendale, Pennsylvania 15086, or at such other place as the Board of Directors may designate from time to time.

1.4 Purpose. The Association is formed to own, operate and maintain the Common Property and to provide, in certain circumstances, enforcement of covenants and rules relating to the Lots and Common Property for the benefit of the Members of the Association.

ARTICLE II
Definitions

2.1 "Association" means Bristol Creek Homeowners Association, Inc., a nonprofit corporation organized pursuant to the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania.

2.2 "Common Property" means the area of Property shown as open space on the Property Plan, and all other Property that is not part of any of Lots 1 - 80 as identified on the Property Plan and that is not part of a road or street as identified on the Property Plan, and all detention areas, the planted island separator and the sidewalks.

2.3 "Declaration" means the Declaration of Covenants, Conditions and Restrictions Governing Bristol Creek Homeowners Association and Open Space recorded with these By-Laws in the office of the County Recorder of Butler County, Pennsylvania and all amendments thereto.

2.4 "Lot" means a parcel of land within the Property to which membership in the Association is associated.

2.5 "Member" means an owner of a Lot, who thereby automatically becomes a member of the Association, whether such owner is an individual, trust, corporation, entity or aggregate of any or all.

2.6 "Nonprofit Corporation Law" means the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania.

2.7 "Property" means the approximately 1/3 acre tract of land located in Cranberry Township, Butler County, Pennsylvania.

2.8 "Property Plan" means the Bristol Creek Plan of Subdivision for Triangle Development Company filed with the Office of Recorder of Deeds of Butler County, Pennsylvania on JAN 13, 1995 at Plan Book Volume 180, Pages 23-24-25
P1484 II+III PG 1 1995 185 26-27-28

2.9 "Sponsor" means Triangle Development Company, a Pennsylvania corporation.

ARTICLE III Applicability

All present and future Members shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the use of the Common Property, Lots and the conduct of its Members.

ARTICLE IV Use of Facilities

(a) Subject to paragraph (b) of this Article IV, the Common Property shall be limited to the use of the Members and permitted occupants and guests.

(b) In the event that a Member shall lease or permit another to use his Lot or occupy any dwelling on the Lot in accordance with these By-Laws, the lessee or occupant shall, at the option of the Member, be permitted to enjoy the use of the Common Property in lieu of said Member, provided that the Association is provided, beforehand, with the names and addresses of such users and the intended date of use, in order to facilitate the supervision of use, and further provided that if the user is a lessee, the Member has not leased the property for less than a thirty-day period of more than four (4) times in that calendar year. (For purposes of this section, a change by sublease or otherwise, in the party entitled to the use or possession of a Lot or structure, or a break in the continuity of such right of use or possession will be deemed a new

lease.) Any Member, lessee or occupant entitled to the use of the Association facilities may extend such privileges to members of his family and guests, subject to rules and regulations adopted by the Association.

(c) Every lease permitted hereunder shall contain a clause containing an agreement of the tenant to be bound by the provisions of the By-Laws.

ARTICLE V Membership and Voting Rights

5.1. Membership Classes and Voting Rights. The membership and voting rights shall be as specified in Article V of the Declaration.

5.2 Joint Owners or Occupants. The joint owners or occupants provisions shall be as specified in Article V of the Declaration.

ARTICLE VI Quorum, Proxies and Waivers

6.1 Quorum. So many Members as shall represent at least thirty-five percent (35%) of the total authorized votes of all Members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by statute, by the Declaration, the Articles of Incorporation of the Association or by these By-Laws. If such quorum shall not be present or, represented at any meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting. At least five (5) days' written notice of such adjourned meeting shall be given to all Members. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. At such adjourned meeting, so many Members as shall represent at least one third (1/3) of the total authorized votes of all members shall constitute a quorum.

6.2 Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the votes of all of the Members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members, unless the question is one upon which by express provision of statute, the Declaration, the Articles of Incorporation or of these By-Laws, a different vote is required, in which case such express provisions shall govern.

6.3 Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

6.4 Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting in which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

6.5 Waiver and Consent. Wherever the vote of the membership at a meeting is required or permitted by statute or by any provision of the Declaration, Articles of Incorporation or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing or by telephone to such action being taken.

6.6 Place of Meeting. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

6.7 Annual Meetings. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meetings there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VII of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

6.8 Special Meetings. It shall be the duty of the President to call a special meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the votes of all of the Members.

6.9 Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member at least ten (10) but not more than thirty (30) days prior to such meeting. A Notice shall be considered served if mailed in the manner provided in these By-Laws.

ARTICLE VII Board of Directors

7.1 Number and Term. The number of Directors which shall constitute the whole Board shall be not less than three (3) nor more than seven (7). An initial Board consisting of three (3) Directors shall be designated by the Sponsor to serve until the first annual meeting of the Association. At such annual meeting, the Members shall vote for and elect five (5) Directors of whom three (3) shall be elected for two years, and two (2) shall be elected for one year, until their successors, who shall each serve for two-year terms, have been duly elected and qualified at subsequent annual meetings. All Directors, other than those the Sponsor shall have the right to designate or elect, must be either Members or lessees entitled to the use of the

Common Property, or the spouse of either. Each Director shall be at least twenty-one years of age.

7.2 Voting for Board Members. In an election of Directors, each Member shall be entitled to vote the number of votes granted to such Member pursuant to Article V of the Declaration. A Member may cast all of such votes for a single Director or may distribute them among two or more Directors.

7.3 Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. However, if a Director appointed by the Sponsor resigns or is removed, the Sponsor shall have the right to appoint another Director in his place.

7.4 Removal. Directors, including those appointed or elected by the Sponsor, may be removed for cause by the affirmative vote of a majority of the votes of all of the Members, provided, however, that as long as the Sponsor is a Class C Member pursuant to Article V of the Declaration, Directors may be removed (a) for cause only with the approval of two-thirds of all of the votes of the Members (including the Sponsor), or (b) at any time by the Sponsor. No Director, other than a designee of the Sponsor, shall continue to serve on the Board if, during his term of office, neither he nor his spouse remain Members or permitted lessees.

7.5 Powers.

(a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Declaration, the Articles of Incorporation or by these By-Laws directed or required to be exercised or done by the Members or owners personally. These powers shall specifically include, but not be limited to, the following items:

(1) to determine and levy assessments ("Assessments") to cover the cost of operating and maintaining the Property, payable at such regular or irregular intervals in advance or arrears as the Board of Directors determines. The Board of Directors may increase periodic assessments or vote special assessments in excess of that amount, if required, to meet any additional necessary expenses;

(2) to collect, use and expend the Assessments collected to maintain, care for and preserve the Common Property, landscaping and, in certain circumstances, make repairs to improvements on the Property;

(3) to make repairs, restore or alter the Common Property after damage or destruction by casualty or as a result of condemnation or eminent domain proceedings;

(4) to open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts;

(5) to collect delinquent Assessments by suit or otherwise, to abate nuisances, to take direct action in connection with its power to maintain the Property and to enforce the Declaration, and to enjoin or seek damages from Members for violations of the rules and regulations herein referred to;

(6) to purchase, amend and cancel insurance on the Property and/or Common Property;

(7) to make rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such rules and regulations and all amendments to each Member. Such rules and regulations shall apply equally to the Members and may, without limiting the foregoing, include reasonable limitations on the use of the Common Property by family and guests of the Members as well as reasonable admission and other fees for such use;

(8) to employ workers, contractors and supervisory personnel, and to purchase supplies and equipment; to enter into contracts to provide maintenance and other services, and generally to have the power of Directors in connection with the matters hereinabove set forth in this Article;

(9) to bring and defend actions by or against one or more Members or third parties in connection with the operation of the Association and to assess special assessments on the Members to pay the cost of such litigation; and

(10) to hire a managing agent to perform and exercise the powers of the Board of Directors in the management of the Property.

(b) The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Directors or Members, one of whom shall be a Director, which, to the extent provided in said resolution shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the resolution shall specifically so provide. Such committees shall have such names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep

regular minutes of their proceedings and shall report the same to the Board of Directors as required.

(c) Notwithstanding anything contained in these By-Laws, so long as the Sponsor, its successors or assigns or its designee shall continue to own membership interests representing at least twenty-five percent (25%) of the total memberships, but in no event later than five (5) years from the recording of the Declaration, the Board of Directors may not, without the Sponsor's prior written consent, (i) make any addition, alteration or improvement to the Common Property, (ii) assess any Association charges for the creation of, addition to or replacement of all or a part of a reserve, contingency or surplus fund, (iii) borrow money on behalf of the Association, or, (iv) purchase any materials, equipment or other goods costing in excess of \$2,500. Notwithstanding any provision to the contrary contained herein, without the prior written consent of the Sponsor, the Sponsor shall not be liable for its pro rata share of any assessments or other charges arising as a result of this paragraph, even if the Sponsor is then the owner of less than twenty-five percent (25%) of the total memberships.

7.6 Compensation. Directors and officers, as such, shall receive no compensation for their services.

7.7 Meetings.

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days' notice to each Director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

(d) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Declaration, the Articles of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

(e) Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7.8 Annual Statement. The Board of Directors shall furnish to all Members and shall present annually (at the annual meeting) and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement verified by an independent certified public accountant and a statement regarding any taxable income attributable to the Members and a notice of the holding of the annual meeting of Members.

ARTICLE VIII Officers

8.1 Elective Officers. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. Two or more offices may be held by the same person.

8.2 Election. The Board of Directors, at its first meeting after each annual meeting of Association Members, shall elect a President, a Secretary and a Treasurer.

8.3 Appointive Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

8.4 Term. The officers shall hold office for a period of one year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

8.5 The President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a corporation organized under the Nonprofit Corporation Law.

8.6 The Secretary. The Secretary and/or Assistant Secretary shall attend all meetings of the Board of Directors and all meetings of members, record all votes and the minutes of all proceedings in a book to be kept for that purpose and perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision the Secretary shall be.

8.7 The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The foregoing duties may be designated to any managing agent appointed by the Board of Directors subject to supervision and review of the Treasurer.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, making proper vouchers for such disbursements and shall render to the President and Directors, at the regular meeting of the Board of Directors or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

The Treasurer shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which, among other things, shall contain the amount of each assessment, the date when due, the amount paid thereon and the balance remaining unpaid.

8.8 Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

ARTICLE IX Notices

9.1 Definitions. Whenever under the provisions of the Declaration or these By-Laws notice is required to be given to the Board of Directors or to any Director or Member, it shall not be construed to mean personal notice; but such notice may be given in writing, by first class U.S. mail, addressed to the Board of Directors, such Director or Member at such address as appears on the books of the Association.

9.2 Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Declaration or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE X
Assessments and Finances

10.1 Creation of the Lien and Personal Obligation of Assessments. The creation of the lien and personal obligation of Assessments is governed by Article IV of the Declaration.

10.2 Purpose of Assessments. The purpose of Assessments is as specified in Article IV of the Declaration.

10.3 Basis of Assessments. The basis of the Assessments is as specified in Article IV of the Declaration.

10.4 Date of Commencement of Assessments: Due Dates. The date of commencement and the due dates of Assessments are as specified in Article IV of the Declaration.

10.5 Effect of Nonpayment of Assessment: Remedies of the Association. The effect of nonpayment of Assessments and the remedies of the Association shall be as specified in Article IV of the Declaration.

10.6 Subordination of Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinated pursuant to the provisions of Article IV of the Declaration.

10.7 Checks. All checks or demands for money and notes of the Association shall be signed by the President, or the Treasurer or by such other officer or officers or such other person or persons as the Board of Directors may from time to time designate.

10.8 Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all receipts of the Association, including Assessments as fixed and determined for all Members. Disbursements from said account shall be for the general needs of the operation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Association.

10.9 Other Accounts. The Board of Directors shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE XI
Indemnification

11.1 Mandatory Indemnification of Directors and Officers. The Association shall indemnify, to the fullest extent now or hereafter permitted by law, (including but not limited to the indemnification provided by Section 8365 of the act of November 28, 1986 (P.L.

1458 Act No. 145) known as the Directors' Liability Act) each Director or officer (including each former Director or officer) of the Association who was or is made a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the Association, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

11.2 Mandatory Advancement of Expenses to Directors and Officers. The Association shall pay expenses (including attorneys' fees and disbursements) incurred by a Director or officer of the Association referred to in Section 11.1 hereof in defending or appearing as a witness in any civil or criminal action, suit or proceeding described in Section 11.1 hereof in advance of the final disposition of such action, suit or proceeding. The expenses incurred by such Director or officer shall be paid by the Association in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of such Director or officer to repay all amounts advanced if it shall ultimately be determined that he is not entitled to be indemnified by the Association as provided in Section 11.4 hereof.

11.3 Permissive Indemnification and Advancement of Expenses. The Association may, as determined by the Board of Directors from time to time, indemnify to the fullest extent now or hereafter permitted by law, any person who was or is a party to or a witness in or is threatened to be made a party to or a witness in, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was an authorized representative of the Association, both as to action in his official capacity and as to action in another capacity while holding such office or position, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by him in connection with such action suit or proceeding. The Association may, as determined by the Board of Directors from time to time, pay expenses incurred by any such person by reason of his participation in an action, suit or proceeding referred to in this Section 11.3 in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as provided in Section 11.4 hereof.

11.4 Scope of Indemnification. Indemnification under this Article shall not be made by the Association in any case where a court determines that indemnification for the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by the act of November 28, 1986 (P.L. 1458 Act No. 145) known as the Directors' Liability Act or any successor statute as in effect at the time of such alleged action or failure to take action.

11.5 Insurance. The Association may purchase and maintain insurance on behalf of each Director and officer against any liability asserted against or incurred by such Director or officer in any capacity, or arising out of such Director's or officer's status as such, whether or not the Association would have the power to indemnify such Director or officer against such liability under the provisions of this Article.

11.6 Miscellaneous. Each Director and officer of the Association shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested Directors, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Association and shall inure to the benefit of the heirs, executors and administrators of such person. Indemnification and advancement of expenses under this Article shall be provided whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Association. Any repeal or modification of this Article by the Board of Directors of the Association shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article.

11.7 Definition of Authorized Representative. For the purposes of this Article, the term "authorized representative" shall mean a Director, officer, employee or agent of the Association or of any corporation controlled by the Association, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Association or by any corporation controlled by the Association, or a person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Association.

ARTICLE XII Amendments

12.1 Amendments. These By-Laws may be altered or amended at any duly called meeting of Members provided: (i) that the notice of the meeting shall contain a full statement of the proposed alteration or amendment and (ii) that the amendment shall be approved by the vote of seventy-five percent (75%) of all the votes of all of the Members. No amendment, however, shall affect or impair the validity or priority of the Members' interests and the interests of holders of a mortgage encumbering a Lot.

12.2 Restrictions. Notwithstanding Section 12.1 above, these By-Laws may not be altered or amended without the Sponsor's prior written consent as long as the Sponsor is a Class C Member.

SEE
ARTICLE I
SECT. 2.5

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TRANSFER
ADVANCEMENT

ARTICLE XIII
General Provisions

13.1 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

13.2 Seal. The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the Commonwealth of Pennsylvania. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

13.3 Examination of Books and Records. Each Member shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to the Board of Directors. The Declaration, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member or first mortgagee at the principal office of the Association.

13.4 Construction.

(a) Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

(b) In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

13.5 Severability. Should any of the covenants, terms or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

MINUTES

BRISTOL CREEK HOMEOWNERS ASSOCIATION

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
IN LIEU OF ORGANIZATION MEETING

NOV 18, 1994

The undersigned, being all of the directors of BRISTOL CREEK HOMEOWNERS ASSOCIATION, a Pennsylvania corporation (the "Company"), in accordance with the authority contained in Section 5727(b) of the Pennsylvania Nonprofit Corporation Law of 1988, do hereby consent in writing that the following resolutions shall have the same force and effect as if duly adopted at a meeting of the board of directors of the Company, duly called and held in accordance with law and the bylaws of the Company:

ELECTION OF OFFICERS

RESOLVED, that the following named persons be and they are hereby elected as officers of the Company, to hold office as provided in the Bylaws:

President CHARLES SINGER
Secretary ALBERT SINGER
Treasurer
Vice President FRANK SHIPLEY

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ACQUISITION OF BOOKS & RECORDS; PAYMENT OF EXPENSES

RESOLVED, that the action of the officers of the Company in acquiring with the funds of the Company the necessary corporate equipment, including a corporate seal and minute book, is hereby ratified; and that the Treasurer of the Company is hereby authorized to acquire on behalf of and with the funds of the Company the necessary books of account.

FURTHER RESOLVED, that the Treasurer of the Company is hereby authorized to pay with the funds of the Company all fees and expenses incident to, and necessary for, the incorporation and organization of the Company.

CORPORATE SEAL

RESOLVED, that the seal, an impression of which is affixed in the margin opposite this resolution, be and it is hereby adopted as the corporate seal of the Company.

FILING OF QUALIFICATION DOCUMENTS AUTHORIZED

RESOLVED, that for the purpose of authorizing the Company to do business in any state, territory, or dependency of the United States or any foreign country in which it is necessary or expedient for the Company to transact business, the proper officers of the Company are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country; and whenever it is expedient for the Company to cease doing business therein and to withdraw therefrom, to revoke any appointment of agency or attorney for service of process, and to file such certificates, reports, revocations of appointments or surrender of authority as may be necessary to terminate the authority of the Company to do business in such state, territory, dependency or country.

GENERAL AUTHORITY

RESOLVED, that the proper officers of the Company are hereby authorized and directed to take any and all other action in their judgment necessary or desirable in connection with the incorporation of the Company.

ADOPTION OF BANK RESOLUTIONS

RESOLVED, that the President and the other proper officers of the Company are hereby authorized, in their discretion, to establish one or more bank accounts on behalf of the Company and to determine which officers and agents will be authorized to make withdrawals from or sign checks on those accounts from time to time; and that any and all form resolutions required in connection with the opening of those accounts are hereby approved and incorporated herein by reference, and shall be deemed to have been adopted on the date of this Unanimous Consent, if: (i) in the opinion of the President or other proper officer of the Company opening an account the adoption of such resolutions is necessary or advisable, and (ii) the Secretary evidences the adoption of the resolutions by filing in the Minute Book of the Company following this Consent of the Sole Director a completed copy of the resolutions.

OFFICERS' AUTHORIZATION TO CONTRACT

RESOLVED, that the President or any Vice President of the Company, while acting in such capacity, is hereby authorized and empowered to negotiate, enter into and execute, for and in the name of the Company, any and all agreements, assignments, contracts and other instruments relating to the business of the Company, except bonds, notes or other evidences of indebtedness and further except pledges, mortgages or other hypothecation of assets of the Company, or the guarantee or assumption of obligations of any third party, either directly or indirectly.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent of the Directors as of the date first set forth above.

Filed with the undersigned as Secretary of the Company as of the date first set forth above.

Albert H. Singer

Secretary