

AMENDED AND RESTATED
BY-LAWS
FOR
BAYARD MEADOWS
HOMEOWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

ARTICLE 1	NAME	1
1.1	Name.....	1
ARTICLE 2	PURPOSES AND POWERS; DEFINITIONS	1
2.1	Purposes.....	1
2.2	Powers.....	1
2.3	Definitions.....	3
ARTICLE 3	OFFICES.....	3
3.1	Initial Office.....	3
3.2	Maintain Office.....	3
ARTICLE 4	MEMBERSHIP, VOTING RIGHTS AND ASSESSMENTS.....	3
4.1	Membership.....	3
4.2	Duration of Membership.....	3
4.3	Voting.....	3
4.4	Matters Requiring Vote of Membership.....	4
4.5	Annual Meeting of Association.....	4
4.6	Special Meeting of Members.....	4
4.7	Notices of Meetings.....	4
4.8	Quorum at Meeting.....	5
4.9	Annual Assessments.....	5
4.10	Special Assessments.....	5
4.11	Proxy.....	6
ARTICLE 5	EXECUTIVE BOARD	6
5.1	Executive Board.....	6
5.2	Regular Meetings.....	6
5.3	Special Meetings.....	7
5.4	Quorum.....	7
5.5	Majority.....	7
5.6	Vacancy.....	7

5.7 Removal of Executive Board Members. 8

5.8 Compensation. 8

5.9 Chairman and Secretary. 8

5.10 Action Without Meeting. 8

ARTICLE 6 OFFICERS 8

6.1 Officers..... 8

6.2 Officer’s Vacancy. 9

6.3 Removal of Officers. 9

6.4 President..... 9

6.5 Vice President. 9

6.6 Secretary..... 10

6.7 Treasurer..... 10

6.8 Assistant Treasurer. 10

6.9 Assistant Secretary..... 10

ARTICLE 7 CONTRACTS, CHECKS, DEPOSITS AND FUNDS 10

7.1 Contracts..... 10

7.2 Checks..... 11

7.3 Deposits..... 11

7.4 Gifts..... 11

ARTICLE 8 BOOKS AND RECORDS..... 11

8.1 Books and Records. 11

ARTICLE 9 FISCAL YEAR 11

9.1 Fiscal year. 11

ARTICLE 10 SEAL..... 12

10.1 Corporate Seal. 12

ARTICLE 11 WAIVER OF NOTICE..... 12

11.1 Waiver..... 12

ARTICLE 12 INDEMNIFICATION 12

12.1 Indemnification. 12

12.2 Insurance..... 12

ARTICLE 13 DELEGATION OF POWERS OF BOARD AND OFFICERS 13

13.1 Delegation of Powers of Board. 13
13.2 Delegation of Powers of Officers. 13
ARTICLE 14 COMMITTEES 13
14.1 Committees of the Board. 13
ARTICLE 15 AMENDMENTS TO BY-LAWS 14
15.1 Declarant Control Period. 14
15.2 Subsequent Periods. 15
15.3 Restrictions on Amendments. 15

AMENDED AND RESTATED BY-LAWS

BAYARD MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1 NAME

1.1 Name.

The name of the non-profit corporation is BAYARD MEADOWS HOMEOWNERS ASSOCIATION (the "Association").

ARTICLE 2 PURPOSES AND POWERS; DEFINITIONS

2.1 Purposes.

The purposes of the Association are: the ownership, management, operation and maintenance of certain real estate and the improvements located thereon, situated in Kennett Township, Chester County, Pennsylvania, including the Common Facilities, Controlled Facilities and Limited Controlled Facilities (as defined in the Declaration, as hereinafter defined) and the implementation, administration and enforcement of a certain Declaration of Covenants, Restrictions and Easements for Bayard Meadows, a Planned Community ("Declaration"), dated December 13, 1999, and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, on December 14, 1999 in Record Book 4684, Page 867, with Bayard Meadows Associates, LLP as the Declarant, as the same may be further hereafter amended, and any other lawful purpose for which the Association may be conducted on a not-for-profit basis pursuant to the laws of the Commonwealth of Pennsylvania. Any capitalized terms used in these By-Laws which are not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Declaration.

2.2 Powers.

The Association shall have such powers, subject to any restrictions set forth in the Declaration, as are now, or may hereafter be, granted by the Pennsylvania Non-Profit Corporation Law of 1988, as amended from time to time, to do and perform the following:

(a) To own, operate, maintain, insure, repair, restore, manage, improve, regulate and restrict the Common Facilities, Controlled Facilities and Limited Controlled

Facilities, except as otherwise provided in the Declaration, and all improvements of any kind whatsoever located thereon;

(b) To maintain the Common Facilities, Controlled Facilities and Limited Controlled Facilities, except as otherwise provided in the Declaration, in good repair and make all repairs, restorations and improvements necessary to so maintain said Common Facilities, Controlled Facilities and Limited Controlled Facilities;

(c) To determine its own expenses and necessary reserves and to raise all moneys required therefor by levying upon and collecting assessments against the Members (as defined below) and the Lots;

(d) To establish, promulgate, amend, repeal, distribute, approve, reject and enforce rules governing the use, occupancy, maintenance and regulation of the Common Facilities, Controlled Facilities and Limited Controlled Facilities and all improvements of any kind located thereon;

(e) To enforce the provisions of the Declaration;

(f) To bring, prosecute, defend and settle litigation for or against the Association, and to satisfy any adverse judgment entered against it;

(g) To otherwise perform and conduct all duties and powers imposed upon or granted to it by the Declaration, these By-Laws, or any other document relating to the Association (including the power and duty to enforce the Declaration with respect to each Lot), or by Kennett Township Zoning and Subdivision and Land Development Ordinances, as amended;

(h) To take and carry out all actions reasonably necessary and proper to enforce the provisions of the aforesaid Declaration;

(i) To secure and maintain policies of liability insurance insuring against its liability in connection with the Common Facilities, Controlled Facilities and Limited Controlled Facilities; and

(j) To perform any other acts necessary or proper to carry out any of the duties and obligations of the Association.

2.3 Definitions.

Any capitalized term used in these By-Laws but not otherwise defined shall have the meaning as set forth in the Declaration.

ARTICLE 3 OFFICES

3.1 Initial Office.

The Association shall have its initial principal office at 1020 Broad Run Road, Landenberg, PA 19350.

3.2 Maintain Office.

The Association shall have and continuously maintain a registered office in the Commonwealth of Pennsylvania.

ARTICLE 4 MEMBERSHIP, VOTING RIGHTS AND ASSESSMENTS

4.1 Membership.

Each Owner of a Lot, including Declarant, shall be a Member of the Association at such time as set forth in the Declaration. Each membership shall be appurtenant to, and not severable from, ownership of a Lot, and shall be held in the name of the record owner of the Lot, whether or not the Lot is owned jointly, in common or in any other form of tenancy. Each Lot shall have one, and only one, membership regardless of the number of co-tenants, joint-tenants or tenants by the entireties holding interests in said Lot. The Declarant shall be a Member until the Declarant's interest is terminated by selling all of the Lots it owns.

4.2 Duration of Membership.

Each membership shall initially commence upon the recording of the Declaration. Thereafter, membership shall be transferred to each successive record Owner of a Lot as of the date and hour of the completion of settlement on the conveyance of a Lot to a new Owner.

4.3 Voting.

Members may vote on those items submitted to their vote by the Executive Board. Each Member shall be entitled to one vote on all matters on which Members are entitled to vote. Members shall not be entitled to cumulative voting for the election of Executive Board Members.

Except where a higher percentage of votes is required in these By-Laws or in the Declaration, the vote of the majority of Members shall be controlling.

4.4 Matters Requiring Vote of Membership.

Among other matters that may from time to time be submitted to the Members for a vote by the Executive Board, the Members shall in any event be entitled to vote at the annual meeting of the Members of the Association for the election of Executive Board Members (see Section 4.5), on the amendment of these By-Laws (see Article 14 hereof), or on an amendment of the Declaration.

4.5 Annual Meeting of Association.

The annual meeting of the Members of the Association, beginning in the year in which the period of Declarant Control ends, shall be held no later than the first Monday of June of each year, at the registered office of the Association or at such other location as may be determined by the Executive Board and as shall be designated in the notice of the meeting, for the purpose of electing Executive Board Members and transacting such other business as may properly be brought before the meeting.

4.6 Special Meeting of Members.

Special meetings of the Members may be called to be held at the registered office of the Association, or at such other place designated in the call of the meeting (but not outside of the County of Chester, Commonwealth of Pennsylvania), at any time, by the President of the Association or by resolution of the Executive Board, or upon written request of Members holding not less than one-fifth (1/5) of the outstanding voting rights. Upon written request of the Members, as aforesaid, the Secretary of the Association shall give notice of such special meeting, to be held at such time as the Secretary may fix, not less than ten (10) nor more than sixty (60) days in advance of the meeting. Upon neglect or refusal of the Secretary to issue such notice, the Members making the request may do so.

4.7 Notices of Meetings.

Notices shall be hand-delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws; any budget or assessment changes; and, where these By-Laws require the approval of unit owners, any proposal to remove a director or officer.

4.8 Quorum at Meeting.

A quorum shall be deemed to be present throughout any meeting of the Association if persons entitled to cast at least 20% of the total votes are present in person or by proxy at the beginning of the meeting.

4.9 Annual Assessments.

Subject to the further provisions of Section 4.10 below, the assessment levied by the Association pursuant to the Declaration shall be in the form of annual assessments. The total annual assessment levied by the Association for any year shall be apportioned equally among the Lots. The Executive Board shall fix annual assessments no later than December thirty-first of each year for each succeeding year. In the event that annual assessments, as part of the Association's budget, are disapproved by the Members of the Association, or in the event that the Executive Board fails for any reason to adopt a budget for any fiscal year, then the regular Assessment for the immediately preceding fiscal year shall be deemed to continue in effect until a budget has been adopted by the Executive Board (and not disapproved by the Members) on the basis of which a new regular Assessment may be determined. Notwithstanding the Declarant's ownership of Lots within the Community, the Association shall not levy any annual assessments individually against the Declarant during the Declarant Control Period (as defined in the Declaration), provided however, that the Declarant will be responsible to defray or satisfy any deficiency in expenses of the Association and the Community allocated as annual assessments, excluding those annual assessments due and payable by Lot Owners other than the Declarant.

4.10 Special Assessments.

In addition to the annual assessments provided for above, the Association, by an affirmative vote of at least two-thirds of the Members, may levy in any assessment year:

(a) special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or improvement, unexpected repair, replacement or cost in connection with the operation, maintenance, repair, restoration, and management of the Community Facilities; or

(b) assessments for any insufficiency of the annual assessment for a preceding assessment year to cover the actual costs incurred by the Association in such year.

Any special assessment made pursuant to this Section shall be apportioned equally among the Lots and the Owners thereof. Notwithstanding the Declarant's ownership of Lots within the Community, the Association shall not levy any special assessments against the Declarant during the Declarant Control Period (as defined in the Declaration), provided however, that the Declarant will be responsible to defray or satisfy any deficiency in the expenses allocated as

special assessments, excluding special assessments due and payable by Lot Owners other than the Declarant.

4.11 Proxy.

At any meeting of the Members for the purpose of electing Executive Board Members, any Member may vote by proxy or by mailing or delivering its ballot to the Secretary of the Association, so long as the executed ballot or proxy is received at or before the election meeting.

ARTICLE 5 EXECUTIVE BOARD

5.1 Executive Board.

The affairs of the Association shall be governed and conducted by its Executive Board, which shall initially be comprised of three (3) persons ("Executive Board Members"), to be elected or appointed in accordance with these By-Laws and Section 4.3 of the Declaration (for the period of Declarant Control as permitted by the Act).

(a) Not later than 60 days after conveyance of the 25% of the Lots to Owners other than the Declarant, at least one (1) member and not less than twenty-five (25%) percent of the Executive Board Members shall be elected by Lot Owners other than the Declarant.

(b) Not later than 60 days after conveyance of the fifty (50%) percent of the Lots to Owners other than Declarant, not less than thirty-three (33%) percent of the Executive Board Members shall be elected by Lot Owners other than Declarant.

(c) Within thirty days prior to the termination of the period of Declarant Control as provided in the Declaration, the Lot Owners shall elect all three Executive Board Members, at least a majority of whom shall be Lot Owners.

(d) Except during the period of Declarant Control, Executive Board Members shall serve for a term of one year, or until their successor has been appointed or elected.

5.2 Regular Meetings.

Regular meetings of the Executive Board shall take place immediately following the annual meeting of the Association held pursuant to the provisions of Section 4.5 above, and at such other times as the board may agree. Special meetings of the Executive Board may be

called by or at the request of the President of the Association or any two (2) Executive Board Members. Such special meetings shall be held at the registered office of the Association or at such other location within the Commonwealth of Pennsylvania as may be determined by the person calling such special meeting and as shall be designated in the notice of special meeting.

5.3 Special Meetings.

Notice of any special meeting of the Executive Board shall be given at least five (5) days previously thereto by written notice delivered personally or sent by first class mail or telegram to each Executive Board Member at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Executive Board Member may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these By-Laws.

5.4 Quorum.

At least 50% of the members of the Executive Board shall be necessary to constitute a quorum for the transaction of business at any meeting of the Executive Board, provided, that if less than all members of the Executive Board are present at said meeting, any Executive Board Member present may adjourn the meeting from time to time without further notice.

5.5 Majority.

The act of a majority of the Executive Board Members shall be the act of the Executive Board, except where otherwise provided by law or by these By-Laws.

5.6 Vacancy.

Any vacancy occurring in the Executive Board, or any membership to be filled by reason of any increase in the number of Executive Board Members resulting from any amendment of the Declaration, shall be filled by the Executive Board appointing a replacement; except that a vacancy in a membership appointed by the Declarant shall be filled by the Declarant appointing a replacement. An Executive Board Member appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

5.7 Removal of Executive Board Members.

Executive Board Members may be removed for dishonesty, incompetence or other good cause shown, by a vote of at least two-thirds of the Members attending a special meeting called for that purpose. Any such Executive Board Member shall have the right to speak and present evidence in his defense at the special meeting prior to any vote being taken on his removal. These removal rights shall not apply to an Executive Board Member who was appointed by the Declarant. Executive Board Members appointed by the Declarant serve at the pleasure of the Declarant and may be removed at any time by the Declarant.

5.8 Compensation.

Executive Board Members as such shall not receive any stated salaries for their services, but by resolution of the Executive Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, that nothing herein contained shall be construed to preclude any Executive Board Member from serving the Association in any other capacity and receiving compensation therefor.

5.9 Chairman and Secretary.

Meetings of the Executive Board shall be presided over by a Chairman to be chosen at the meeting. The Secretary of the Association shall act as Secretary of every meeting, but if the Secretary is not present, the persons present at such meeting shall choose any person present to act as Secretary of the meeting.

5.10 Action Without Meeting.

Subject to the further specific provisions of these By-Laws, any action required or permitted to be taken at any meeting of the Executive Board may be taken without a meeting, if prior to such action, a written consent thereto is signed by all members of the Executive Board and such written consent is filed with the minutes of proceedings of the Executive Board.

ARTICLE 6 OFFICERS

6.1 Officers.

The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board may from time to time authorize. Officers may hold more than one office; however, the President may not also hold the office of Vice President. Declarant shall appoint the initial officers of the Association and

they shall serve until successor officers are elected by the Executive Board at the first regular annual meeting of the Board after the period of Declarant Control has ended. The officers shall thereafter be elected annually by the Executive Board at the regular annual meeting of the Board held pursuant to, Section 4.5 hereof. The officers shall have the authority and shall perform the duties as set forth in these By-Laws, and as may be prescribed from time to time by the Executive Board.

6.2 Officer's Vacancy.

The Executive Board shall fill any vacancy occurring in any office, including any new office to be created in the future, by appointing a replacement. An officer appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

6.3 Removal of Officers.

Each officer shall serve at the pleasure of the Executive Board. Officers may be removed for dishonesty, incompetence or other good cause shown, and may also be removed at any time by the unanimous vote of the full Executive Board.

6.4 President.

The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Executive Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Executive Board, any deed, mortgage, bond, contract, or other instrument which the Executive Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Executive Board or by these By-Laws or by statute to some other officer or agent of the Association. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Executive Board from time to time.

6.5 Vice President.

In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Executive Board.

6.6 Secretary.

The Secretary shall: (i) keep the minutes of the meetings of the Executive Board in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; and (iii) be custodian of the Association's records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws.

6.7 Treasurer.

The Treasurer shall have charge and custody of and be responsible for all funds of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these By-Laws. If required by the Executive Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Executive Board shall determine, which cost shall be an expense of the Association.

6.8 Assistant Treasurer.

The Assistant Treasurer shall have the same power and authority as the Treasurer, such authority to be exercised only at the direction of the President or Vice President, and only upon the incapacity or unavailability of the Treasurer to perform such tasks.

6.9 Assistant Secretary.

The Assistant Secretary shall have the same power and authority as the Secretary, such authority to be exercised only at the direction of the President or Vice President, and only upon the incapacity or unavailability of the Secretary to perform such tasks.

ARTICLE 7 CONTRACTS, CHECKS, DEPOSITS AND FUNDS

7.1 Contracts.

The Executive Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

7.2 Checks.

All checks, drafts or other orders for the payment of money, and notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Executive Board. In the absence of such determination by the Executive Board, such instrument shall be signed by the Treasurer and countersigned by the President or Vice President of the Association, but in all events, two (2) different officers must sign the instrument.

7.3 Deposits.

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Executive Board may select.

7.4 Gifts.

The Executive Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Association.

ARTICLE 8 BOOKS AND RECORDS

8.1 Books and Records.

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Executive Board and committees having any of the authority of the Executive Board.

ARTICLE 9 FISCAL YEAR

9.1 Fiscal year.

The fiscal year of the Association shall begin on January 1 and end on December 31 in each year.

ARTICLE 10 SEAL

10.1 Corporate Seal.

The Executive Board shall maintain a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

ARTICLE 11 WAIVER OF NOTICE

11.1 Waiver.

Whenever any notice is required to be given under the provisions of the Pennsylvania Non-Profit Corporation Law of 1988, as amended from time to time, or under the provisions of the Articles of Incorporation or the By-Laws of the Association, 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 equivalent to the giving of such notice.

ARTICLE 12 INDEMNIFICATION

12.1 Indemnification.

Every person who is or shall be or shall have been an officer, Executive Board Member, employee, agent or other representative of the Association, or a personal representative of any of the aforesaid, shall be indemnified by the Association to the fullest extent allowed by law.

12.2 Insurance.

The Association may purchase and maintain insurance on behalf of the aforesaid persons to the extent authorized by law or by the Declaration. The Association shall maintain directors' and officers' liability insurance for so long as an Executive Board Member appointed by the Declarant remains on the Executive Board.

ARTICLE 13 DELEGATION OF POWERS OF BOARD AND OFFICERS

13.1 Delegation of Powers of Board.

The powers of the Executive Board may not be delegated to other persons or agents, unless otherwise provided herein or in the Declaration, but shall be reserved to those individuals who have been duly elected or appointed as Executive Board Members.

13.2 Delegation of Powers of Officers.

The day to day operating authority of the officers, with respect to the handling of complaints, the enforcement of the provisions of the Declaration and these By-Laws, the collection of assessments and any applicable fines and penalties, contracting for the ordinary and necessary maintenance and repairs for the Community, the payment of ordinary and necessary bills, any and all property management issues, and such other powers as the Executive Board may by resolution specifically identify, may be delegated to a managing agent to conduct the ordinary daily business of the Association.

ARTICLE 14 COMMITTEES

14.1 Committees of the Board.

The Association shall appoint such Committees as are deemed appropriate in the sole discretion of the Executive Board, said Committees to be appointed by and in the numbers prescribed by the Executive Board. Such Committees may consist of:

(a) A Maintenance Committee, which shall advise the Executive Board on all matters pertaining to the maintenance, repair or improvement of the Property and shall perform such other functions as the Executive Board in its discretion, determines;

(b) An Architectural Control Committee (the "ACC") which shall rule upon any construction, reconstruction, alteration or modification of any Dwelling, garage, outbuilding, fence or other improvement on any Lot proposed by the Owner of such Lot and which shall establish rules and regulations governing the procedures for same, consistent with Article X of the Declaration and subject to the following:

(i) the Owner of a Lot upon which any of the above improvements are proposed shall submit to the ACC appropriate plans, specifications and elevations depicting the style, size and height of the proposed improvement, the exterior materials and colors to be used in connection therewith (including roofing materials) and the proposed location thereof on the Lot (collectively referred to as the "Improvement Application").

(ii) the ACC shall have the discretion to disapprove any Improvement Application which the ACC determines is undesirable based upon the nature, size, style and colors of other Dwellings, garage and other improvements located within the Community, the proximity of the proposed improvements to neighboring Dwellings and the general architectural and aesthetic compatibility of the proposed improvement, structure, alteration or modification with other similar structures and improvements constructed or planned for construction on the other Lots within the Community. The ACC may also consider the visual impact that such proposed improvements, alterations, modifications or structures may have on the Owners or occupants of neighboring or nearby Dwellings within the Community.

(iii) the ACC shall either approve or disapprove, in writing, an Improvement Application within ninety (90) days of submission of the Improvement Application to the ACC. In the event that the ACC does not either approve or disapprove the Improvement Application within the aforesaid ninety (90) days, the Improvement Application shall be deemed approved. All plans submitted to the ACC for review may be retained by the ACC regardless of whether the Improvement Application has been approved or disapproved.

(c) Such other committees as the Executive Board may create from time to time, either on a temporary or permanent basis, for the benefit of the Community.

ARTICLE 15 AMENDMENTS TO BY-LAWS

15.1 Declarant Control Period.

During the period of Declarant Control, these By- Laws may only be altered, amended or repealed by vote of by an affirmative vote of at least two-thirds (2/3) of the Executive Board present at any regular meeting or special meeting of the Board.

15.2 Subsequent Periods.

After the period of Declarant Control has ended, these By-Laws may only be altered, amended or repealed, and new By-Laws may be adopted, by the affirmative vote of at least two-thirds of all Members (and not simply two-thirds of the quorum at any meeting).

15.3 Restrictions on Amendments.

All proposed amendments to these By Laws shall be subject to the following conditions and restrictions: (i) at least five (5) days written notice must be given to all Members of the intention to alter, amend or repeal or to adopt new By-Laws; (ii) no amendment, modification or repeal of any provision of these By-Laws shall be made which is inconsistent with the provisions of the Declaration; and (iii) the requirement of at least five (5) days written notice to Members of the intention to so amend or repeal, as set forth above in this Article, shall not be amended or repealed.

BAYARD MEADOWS HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS - FENCING

THESE RULES AND REGULATIONS ARE MADE THIS 11th day of November, 2013, by the BAYARD MEADOWS COMMUNITY ASSOCIATION (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Association has the authority to adopt Rules and Regulations governing the Community pursuant to Section 5302 of the Uniform Planned Community Act (the "Act"), 68 P.S. §5302; and

WHEREAS, these Rules and Regulations may be modified and amended from time to time.

NOW, THEREFORE, the Rules and Regulations are set forth as follows as it pertains to the Declaration Section 10.21 Fencing in the community:

An Architectural Request Form must be submitted and APPROVED prior to commencement of construction of any Fence.

Section 10.21(c) below has been revised to include BRONZE as a color for aluminum or wrought iron style fencing.

No fencing shall be permitted on any home site except fencing which satisfies all of the following requirements:

- a) Such fencing is to be located in the rear of the home with no part thereof extending to the front of the home beyond the back corner of the Dwelling erected on such property
- b) Such fencing shall not be more than five (5) feet in height and shall not impair open views through back yards in the community;
- c) Such fencing shall be constructed of wood post and rail; split rail or other natural materials approved by the Executive Board; or aluminum or wrought iron style fencing (black or bronze in color);
- d) In any case, use of chain link fencing is not allowed;
- e) Such fencing shall be in aesthetic harmony with the rest of the community and consistent with paragraph 10.25(c) of the Declaration;
- f) Such fencing shall not interfere with or impair any easement created or reserved pursuant to this Declaration or the Record Plan; and
- g) Such fencing shall receive the approval of the Board prior to installation.

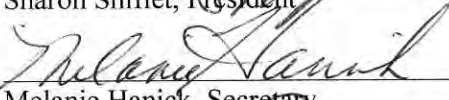
Permitted wooden fencing may include vinyl green wire or mesh fencing that is affixed to and located outside such wooden fencing.

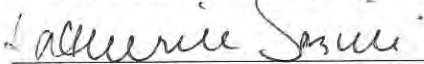
BE IT RESOLVED THAT the following is hereby adopted by the Board of Directors for Bayard Meadows Homeowners Association:

IN WITNESS WHEREOF, the Board of Directors has executed this Resolution as of the day and year first above written.

BAYARD MEADOWS COMMUNITY ASSOCIATION

BY:  Date: 11/18/13
Sharon Shiflet, President

BY:  Date: 11/18/13
Melanie Hanick, Secretary

BY:  Date: 11/18/13
Kate Sabini, Treasurer

BAYARD MEADOWS

ARCHITECTURAL STANDARDS

OBJECTIVES

The Architectural Standards outlined herein are intended to maintain the aesthetic quality and curb appeal of the Bayard Meadows Homeowners Association (the “Community” or the “Association”), while ensuring property values appreciate over time. While the Board respects and supports the desire of each homeowner to express their individuality as relates to their home, the Board also finds that it is in the interests of all members of our Community to establish and maintain consistency of appearances within and throughout Bayard Meadows. It is the Board’s intent to support and work with Community members to achieve a cohesive living environment and aesthetic.

Homes shall maintain consistency with current like colors, and the *traditional style* existing in the Community and as built. This applied consistency includes, but is not limited to, restrictions on: roof color and style; stone cladding size, shape and color; stucco color and treatment; James Hardie (Hardie) siding color; window style and color; external finishes including front doors, outdoor light styles and color; shutter color and style; mailbox color and style of support; structural and non-structural improvements; external hardscaping and major landscaping; and all exterior appearances, generally.

Please feel free to review our Declaration or contact a Board member with any questions pertaining to architectural issues.

Outlined below are the various manufacturers, colors, styles and finishes to which homes and homeowners will be limited. The Board and homeowner will collaborate on final approval to ensure consistency within the neighborhood. All Community members shall submit an *Architectural Variance Request (AVR)* to the Board for approval of any and all modifications to the exterior of the home or property, including the placement, construction, or erection of any additional articles or installations thereon.

Any deviation from these standards without Board approval, or the failure to obtain approval of an AVR for any modification as described herein, will be considered a violation of the Community’s Rules and Regulations and the Declaration, and may result in the imposition of penalties, including but not limited to fines, as well as a requirement and order that the altered portion of the exterior be restored to its previous form and appearance.

BAYARD MEADOWS
ARCHITECTURAL STANDARDS

ROOF/CHIMNEY

All roofing shingles shall be Tamko or GAF brand and shall be of the color “Weathered Wood” (Samples are available from the Board). Shingles shall be made of dimensional fiberglass reinforced asphalt and must be protected by a minimum of a 25-year manufacturer’s warranty.

All gutters and downspouts shall be colored to match the home’s stucco, Hardie siding or window trim, and shall be made of pre-finished aluminum fabricated in the “K-style”.

All accent roofs shall be copper.

All chimney chases and flashing shall be the color of the stucco or Hardie siding and flashing shall be made of aluminum.

The installation of solar panels is permitted only for those homes, and in such cases, where the panels are not visible from Community streets.

WINDOWS

All windows must be manufactured by either Pella, Andersen, or Hurd, and shall be mounted and installed in the double hung or casement style. All glazing shall be clear insulated glass. All exterior finishes shall be of extruded aluminum, colored either white, off-white, or sand color as pre-finished by the manufacturer. All grids and in-set frames shall be rectangular in shape, and shall be prefinished as white, off-white, or sand color by the manufacturer. All ledges beneath windows shall be brick, stone or stucco to match the rest of the home’s exterior. All trim surrounding the windows shall match the home’s stucco or Hardie siding. Exceptions may be made for those parts or elements not visible from the street.

DOORS

The doorways and doors shall be painted or stained in accordance with the approved color palette set forth herein.

Service doors shall be in the raised colonial style with painted finish.

All street-facing doors shall be finished with black or brick red paint, or dark brown wood stain.

All door trim color shall be matched to the color of the home’s stucco or Hardie siding exterior.

BAYARD MEADOWS
ARCHITECTURAL STANDARDS

GARAGE DOORS

All garage doors shall have the raised panel design. All garage doors shall be matched in color to the stucco, Hardie siding, window trim of the home, or alternatively can be dark brown wood or a dark brown color.

SHUTTERS

All window shutters shall have either panel or louvered style and shall be made from either pre-finished fiberglass or painted wood. All shutters shall be painted uniformly to match each other in color and appearance, in either black or dark brown.

EXTERIOR SIDING

All stucco and Hardie siding shall be in colors and styles approved by the Board or Architectural Review Committee, or which are currently in use in the Community. All new stone color and sizes shall be consistent with those currently in use with other homes in the Community. However, the use of faux stone products is prohibited. Any homes currently employing such products (at the time these Architectural Standards are adopted), are considered non-compliant with these standards, and any future changes to home exteriors may only use approved materials. Application of all new stone and siding must comport with those already in use in the Community.

All home exteriors shall consist of a Pennsylvania-approved stucco application, a combination of stone and stucco, or stone and Hardie siding as currently used in the Community. All exterior materials and colors must be consistent with those of the Declarant's original plans and must maintain continuity with other homes within the Community. All exposed foundation walls above grade must match colors of home and others in neighborhood.

For those homes whose front is street facing, and if the front exterior includes stone, any changes to design or material may not alter the percentage of stone used in that portion of the home's exterior. For any home whose street-facing side is entirely stucco, in the event an owner wishes to change that portion of the exterior to employ an alternate material, the resulting alterations must include a minimum of 50% stone on that side.

WALKWAYS

All landings must be made of flagstone and all steps must be concrete with flagstone treads. Owners may opt to use concrete paver blocks, upon proper submission to and approval by the Board or Architectural Review Committee.

BAYARD MEADOWS
ARCHITECTURAL STANDARDS

LANDSCAPING

All grass must match current homes and be commonly used in the local area. All trees and shrubs must be commonly used in the local area and must be of like consistency with other homes in the Community. All mulch must be brown or black dyed natural wood.

MAILBOX

All mailboxes and mailbox posts shall match and be consistent with the community-wide design with solid paint finish white or which matches the color of the home.

SWIMMING POOLS

All pools and pool equipment must be located in the rear of the home. If a pool or any pool equipment are to any degree visible from the road, that portion shall be enclosed with landscaped features so as to completely obscure it from any passersby. All swimming pools must also be surrounded by fences.

FENCING

All fences must be black or brown iron, so as to match the doors or shutters of the home.

OUTBUILDINGS

All outbuildings (those buildings which are not the dwelling home) must be located in the rear of the dwelling unit and shall not be visible from the street. All outbuildings must be built on a foundation, and shall be constructed of the same material, and shall be the same color(s), as the home.

DECKING/PATIO/RAILING

All decking materials shall be made of wood or wood like composite material in neutral tones. All new stone color, sizes and application of patio materials shall be consistent with those currently in use with other homes in the Community. All deck and patio railings shall be either neutral-colored wood or composite material, black aluminum, black composite material, black wrought iron or glass, and be consistent with those currently in use with other homes in the neighborhood. Exceptions may be made for those parts or elements not visible from the street.

BAYARD MEADOWS
ARCHITECTURAL STANDARDS

OTHER PERMANENT/NON-PERMANENT STRUCTURES

All structures, fixtures, installations, erections, and improvements, including but not limited to sport courts, swing sets, jungle gyms, pools, sand boxes, and outbuildings, must be located to the rear of the home and shall not be visible from the street. Shrubs and other landscaping may be used to conceal such structures.

DISPUTE RESOLUTION PROCESS

A. The Executive Board may receive, investigate, attempt to resolve, hold hearings on, and impose sanctions arising out of violations of the provisions of the Declaration, the By-Laws, Rules and Regulations, Architectural Standards, and other policies, and/or complaints and disputes regarding same.

B. The Executive Board may request a written, signed Complaint Form (to be provided by management). The completed form may then be presented to the Association's management to make an informal attempt to resolve the dispute in a fair and equitable manner.

C. In the case of a violation or an unresolved dispute, the Executive Board reserves the right to hold an in-house hearing, during which the party or parties may appear and be heard. Notice of the hearing date and time will be mailed to the address of record of any resident or non-resident owner.

D. The Executive Board may issue sanctions for violations as follows:

1st Violation: Board Discussion with Violator

2nd Violation: Board Letter

3rd Violation: \$150.00 Fine

4th Violation: \$250.00 Fine

5th Violation: \$500.00 Fine

6th Violation: Resolution in Court of Law

E. An Aggrieved unit owner must first request the resolution of a complaint or dispute under these rules before seeking redress in a court of law.