

RULES AND REGULATIONS OF

FOX CHASE HOMEOWNERS' ASSOCIATION

The terms herein shall have the same meanings as defined in the Declaration of Covenants, Conditions and Restrictions for the property known as the Fox Chase Plan, (hereinafter sometimes referred to as the "Property"). All present and future owners, mortgagees, lessees and occupants of the Lots and any dwelling units (hereinafter sometimes referred to as the "Units") and their agents, employees and invitees and any other person or entity who or which may use the facilities of the Property are subject to and bound by these Rules and all amendments thereof.

A. GENERAL RULES AND REGULATIONS

1. The Common Property, Lots and any Dwelling Units constructed thereon shall be used only for the purposes set forth in the Declaration and By-Laws.
2. The sidewalks and entrances shall be used only for access to and from the Units and those portions of the Common Property intended for the use of the Unit Owners, and such areas shall not be obstructed.
3. All personal property shall be stored inside the Units.
4. All radio, television, phonographic, audio or other electrical equipment of any kind, and all appliances installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.
5. Water and any other utilities which are not separately metered shall not be used in unnecessary or unreasonable quantities and the Unit Owner causing such unnecessary or unreasonable use shall be liable for the cost of the amount used.
6. No Unit Owner shall keep any explosive or flammable material or substance in his Unit, except ordinary household products.
7. Damage to any portion of the Common Property caused by the Unit Owner or by guests, invitees, visitors or licensees of the Unit Owner, shall be repaired at the expense of the responsible Unit Owner.

8. No Unit Owner shall make or permit his family, visitors or licensees to make, any noise or activity that will interfere with the rights, comfort or convenience of other Unit Owners.

9. No radio or television antenna shall be erected or installed on the exterior walls or roof of a Unit or on the Common Property without the written permission of the Board of Directors. Provided however, that an satellite dish, having a diameter of less than 18" may be erected on a Unit at a location approved by the Board of Directors.

10. These Rules and Regulations are adopted pursuant to the Declaration of Covenants, Conditions and Restrictions and By-Laws and may be enforced in accordance with those documents.

11. The Board reserves the right to amend these Rules and Regulations as may be required from time to time.

B. PARKING

1. No occupant of any Unit shall park any commercial vehicle, trailer, camper, recreational vehicle or boat in any area of the Property or abandon any automobile or other vehicle in any parking area or other part of the Common Property.

2. Residents of Units shall park only in their driveway or garage. Every vehicle placed in any driveway must contain a current registration and inspection sticker and must be capable of being immediately driven.

3. Traffic regulations adopted by Board shall be strictly obeyed by the Unit Owner, his agents, servants and employees, as well as by Members of his family and his, guests, visitors, licensees and invitees.

Adopted this 20 day of March, 2006.

ATTEST:

Laura E. Mulhern

FOX CHASE HOMEOWNERS' ASSOCIATION

By: Woodrow Walsch

Name: WOODROW WALSH

Title: PRESIDENT PARTNER

BY-LAWS
OF
FOX CHASE HOMEOWNERS' ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of this Association is Fox Chase Homeowners' Association, an unincorporated Association (hereinafter sometimes referred to as the "Association"). The principal office of the Association shall be located in Washington County, Pennsylvania, but meetings of Members and Directors may be held at such other places as may be designated by the Board of Directors of the Association.

ARTICLE II
DEFINITIONS

Unless the context clearly indicates otherwise, the words and phrases used herein have the same meaning as the identical words and phrases have in the Declaration of Covenants, Conditions and Restrictions (hereinafter sometimes referred to as the "Declaration"), recorded with respect to the development known as "Fox Chase" (hereinafter sometimes referred to as the "Property"), located in North Strabane Township, Washington County, Pennsylvania.

ARTICLE III
MEMBERSHIP

The Members of the Association shall consist of all the Unit Owners of the Lots on the Property. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit.

ARTICLE IV
MEETING OF MEMBERS

Section 1. Annual Meetings. The first Annual Meeting of the membership shall be held within one year after Seventy-Five Percent (75%) of the total lots in Fox Chase have been sold. Thereafter, an Annual Meeting of the Members shall be held during the month of November in each year.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or a majority of the Board of Directors of the Association, or on written request of the Members who are entitled to cast thirty-percent (30%) of all the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary. Such notice may be given by personal delivery or by mailing a copy of such notice, postage prepaid, at least twenty (20) days, but not more than sixty (60) days before such meeting to each member entitled to vote at said 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. 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 Bylaws; any budget or assessment changes; and, where the Declaration or Bylaws require approval of unit owners, any proposal to remove a director or officer. A written waiver of notice shall be deemed equivalent to the giving of notice. The attendance of a member in person or by proxy at the meeting shall constitute a waiver of notice by such member.

Section 4. Proxies. At all meetings of Members, each voting member may vote in person or by proxy. All proxies shall be in writing and filed with Secretary. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy. A Unit Owner may not revoke a proxy given under this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy may not be valid for more than sixty (60) days.

Section 5. Quorum. A quorum is present throughout any meeting of the Association if persons entitled to cast 30% of the votes which may be cast for election of the Board of Directors are present in person or by proxy at the beginning of the meeting. If a quorum is not in attendance, those Members who are present may adjourn the meeting to a new date or dates, without notice other than announcement at the meeting, until a quorum as above defined shall be present or represented. Unless a different vote is required by express provision of the Declaration or these By-Laws, each question presented at a meeting shall be determined by a majority vote of those present.

ARTICLE V

POWER OF UNIT OWNERS ASSOCIATION

Section 1. Powers of the Association. The Association shall have all of the powers necessary to manage its affairs. These powers shall include, but shall not be limited to, the following:

- (a) To adopt and amend Bylaws and Rules and Regulations; and
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from Unit Owners; and
- (c) To hire and terminate managing agents, employees, agents and independent contractors, as may be necessary from time to time; and
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Plan; and
- (e) To make contracts and to incur liabilities, as set forth in the Declaration and other governing documents; and
- (f) To regulate the use, maintenance, repair, replacement and modification of common elements; and
- (g) To cause additional improvements to be made as a part of the common facilities, as set forth in the Declaration; and
- (h) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property as permitted by law; and
- (i) To grant easements, leases, licenses and concessions through or over the common facilities to the extent permitted by the Declaration; and
- (j) To impose and receive payments, fees or charges for the use and maintenance of the common elements and common property; and
- (k) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and / or Rules and Regulations of the Association.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by its Board of Directors. Other than the Directors appointed by the Declarant, the members of the Board shall be either Unit Owners or the spouse of a Unit Owner. The number of Directors shall be five (5). The initial Board of Directors shall be appointed by the Declarant. This initial Board of Directors shall hold office until their successors have been elected at the First Annual Meeting, as provided in Article IV, Section 1. At the First Annual Meeting and at each Annual Meeting thereafter, the Board of Directors shall be elected in the manner herein provided.

Section 2. Term of Office. The term of office of a Director shall be one (1) year commencing on the date of the Annual Meeting. The Board members shall hold office until their successors have been elected and qualify. A Director may run for reelection to his office.

Section 3. Removal or Vacancy. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board of Directors for cause. This provision shall not apply to a member of the Board of Directors appointed by the Declarant. In the event of death, disability, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for his services as a Director. However, Directors may be reimbursed for any expenses incurred in the performance of their duties.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting.

Section 2. Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) other members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the membership 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 as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 3. Election. At such election, the voting 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 VIII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. If a quorum is not present at a regularly scheduled meeting within fifteen (15) minutes of the scheduled meeting time, the Board members then present may adjourn the meeting to another time, either during the current month or to the next regularly scheduled meeting.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A quorum is deemed present throughout any meeting of the Board of Directors if three (3) members of the Board of Directors were present at the beginning of the meeting.

Section 4. Action Taken Without A Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting by obtaining the written approval of the majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. The Board of Directors may also act by conference telephone or other electronic means whereby all Directors can hear each other at all times. All actions so taken shall be registered in the minutes of the first meeting of the Board of Directors which follows the action so taken.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish Rules and Regulations governing the use of the Common Areas and Common Property, the personal conduct of the Members and their guests thereon, and to establish penalties for the infractions thereof; and
- (b) To suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. 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; and
- (c) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws or the Declaration; and
- (d) To 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 meetings of the Board of Directors without cause; and
- (e) To engage a manager, an independent accountant or such other employees or independent contractors as they deem necessary and to carry on the duties of the Directors and the Association; and
- (f) To open bank accounts and designate the signatures required; and
- (g) To levy and collect assessments; and
- (h) To enforce by legal means the provisions of the Declaration, these By-Laws and / or any Rules and Regulations and to commence any proceeding on behalf of the Unit Owners concerning the Association; and

(i) To borrow money for the purpose of the repair or restoration of the Common Area and Common Property. Any borrowing over Five-Thousand Dollars (\$5,000.00) must have the approval of a majority of Unit Owners.

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

(a) To 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; and

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

(c) As more fully provided in the Declaration, to:

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

(2) Send written notice of assessment to every Unit Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(d) To procure and maintain insurance in amounts which the Board of Directors deems to be appropriate; and

(e) To cause Officers or employees to be bonded if the Board deems it appropriate; and

(f) To cause the Common Areas and Common Property to be maintained; and

(g) To issue, or to cause an appropriate officer to issue, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates; and

(h) To carry out any other duties imposed by the Declaration or these By-Laws.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time by resolution create. The President and Vice-President must be members of the Board of Directors.

Section 2. Election of Officers. The election of Officers shall be by the members of the Board of Directors, and shall take place at the first meeting of the Board of Directors following each Annual Meeting of the membership.

Section 3. Term. The Officers shall hold office for one (1) year unless they shall sooner resign, be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may appoint 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 resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect of the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. 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. Compensation. The President and Vice-President shall not receive any compensation for their services, except reimbursement for out-of-pocket expenses. The Secretary and Treasurer may be compensated for their services if the Board of Directors determines that such compensation is appropriate.

Section 9. Duties. The duties of the Officers are as follows:

(a) The President shall preside at all meetings of the Board of Directors and Unit Owners; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments; and shall co-sign all checks; and

(b) 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 of him by the Board; and

(c) 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; and

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at the regular Annual Meeting.

ARTICLE XI

INSURANCE

The Association shall maintain adequate insurance to protect its Property, the Officers and Directors, and employees, if any. Each Unit Owner shall be responsible for obtaining adequate insurance to protect their respective residences and personal property. Each Unit Owner is specifically placed on notice that the Association's Insurance only insures the Association's property.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Unit Owner is obligated to pay annual Association assessments and special assessments all of 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 and the Board of Directors, or its designee, shall enforce said assessments as set forth in the Declaration. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Common Property or abandonment of his Unit.

ARTICLE XIII

OBLIGATIONS OF ASSOCIATION

The Board of Directors of the Association, with input from the Unit Owners, shall from time to time determine the obligations of the Association. Provided however, that Association shall be responsible for providing for the maintenance of the Common Property throughout the Plan.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the membership, by vote of a majority of Members present in person or by proxy, except that any By-Laws affecting the rights or interests of the Declarant shall not be amended or modified without the written consent of the Declarant. Notice of any proposed amendment must be given to every Unit Owner at least twenty (20) days before the meeting at which such amendment is considered.

ARTICLE XV

MISCELLANEOUS

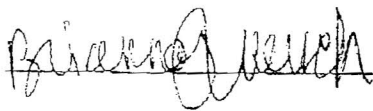
Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless changed by the Board of Directors.

Section 2. Books and Records. The Association shall keep records and books of account and minutes of meetings as well as a list of all Unit Owners. The books and records shall be available at reasonable times for inspection by any Unit Owner of the Association at the Association's principal office and copies made available at a reasonable cost.

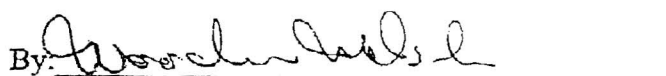
Section 3. Conflicts. In the case of any conflicts between the Declaration and these By-Laws, the Declaration shall control; in the case of any conflict between the Rules and Regulations and these By-Laws, the By-Laws shall control.

IN WITNESS WHEREOF, the first Directors of the Fox Chase Homeowners' Association have adopted the foregoing By-Laws this 14th day of JANUARY, 2006.

ATTEST:



FOX CHASE HOMEOWNERS' ASSOCIATION

By: 
Name: WOODROW WELCH
Title: PARTNER

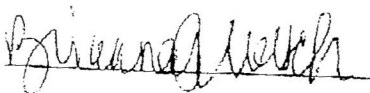
CERTIFICATION

I, the undersigned, hereby state that:

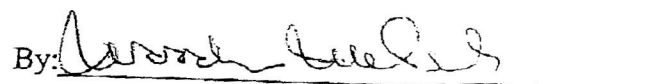
1. I am the duly elected and acting President of Fox Chase Homeowners' Association.
2. That the foregoing By-Laws are the original By-Laws of the Association, having been duly adopted at a meeting of the Board of Directors thereof held on JAN 14th, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 23rd day of MARCH, 2006.

ATTEST:



FOX CHASE HOMEOWNERS' ASSOCIATION

By: 
Name: WOODROW WELCH
Title: _____

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Washington)SS
~~ALLEGHENY~~)

On this 23Rd day of MARCH, 2006, before me, a Notary Public, personally appeared Woodrow J. Welsch, Vice-President of Fox Chase Homeowners' Association, and acknowledged that he executed the foregoing instrument for the purposes therein contained by signing his name as President.

Imma Smith Welsch
Notary Public

My Commission Expires: 3/6/10

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Imma Smith Welsch, Notary Public
Peters Twp., Washington County
My Commission Expires Mar. 6, 2010
Member, Pennsylvania Association of Notaries