

**RAINTREE MANOR**

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

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**RAINTREE MANOR  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by MINNOCK CONSTRUCTION COMPANY, a Pennsylvania Corporation, hereinafter referred to as “DEVELOPER”.

WITNESSETH:

WHEREAS, Minnock Construction Company, the Developer, proposes to develop all of that land in the Township of Hampton, County of Allegheny, State of Pennsylvania, which is more particularly described in Exhibit "A", attached hereto; and

WHEREAS, said land is to be developed as a planned unit development called Raintree Manor, to be developed in three successive stages as described in Exhibit "B", attached hereto; and Developer proposes to cause all of said land and improvements thereon to be subjected to the covenants, conditions, easements, restrictions, charges, and liens herein provided for the purpose of preserving and enhancing the value of said land and for the benefit and enjoyment of the persons residing thereon; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Pennsylvania, as a non-profit corporation, the RAINTREE MANOR HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid; NOW, THEREFORE, Developer hereby declares that all of the land described in Exhibit "A", and improvements thereon, shall be held, sold and conveyed subject to the following covenants, conditions, easements, restrictions, charges, and liens which shall run with the land and shall be binding upon and shall inure to the benefit of all persons having any right, title, or interest therein or any part thereof and their respective heirs, legatees, personal representatives, successors and assigns.

**ARTICLE I**

**DEFINITIONS**

Section 1.     *Association* shall mean a not-for-profit corporation named Raintree Manor Homes Association, its successors and assigns, created for the purpose of administering the property in accordance with the terms hereinafter set forth.

Section 2.     *Properties* shall mean that certain real property described in Exhibit "A".

Section 3.     Common Properties or Common Areas shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4.     *Lot* shall mean any plot of land used or intended for residential purposes and shown upon the recorded subdivision map of the Properties, specifically excepting the Common Properties.

Section 5. *Residential Areas* shall mean all real property consisting of one or more lots.

Section 6. *Unit* shall mean and refer to any portion of a building situated upon a Lot which is part of the Properties designed and intended for use and occupancy as a residence by a single family.

Section 7. *Owner* shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties.

Section 8. *Member* shall mean and refer to all those Owners who are members of the Association, as provided in Article II, Section 1 hereof.

Section 9. *Developer* shall mean and refer to Minnock Construction Company, its successors and assigns.

## **ARTICLE II**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. *Membership.* Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. *Voting.* The Association shall have two classes of Voting Membership:

*Class A.* Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one be cast with respect to any Lot.

*Class B.* Class B member(s) shall be the Developer and shall be entitled to eight (8) votes for each Lot owned by the Developer. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1983.

### **ARTICLE III**

#### **PROPERTY RIGHTS**

**Section 1. Owner's Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Properties and across such Common Properties between his Lot and all public or private streets which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of Section 2 of this Article.

**Section 2. Extent of Owner's Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in accordance with Article IV hereof, to levy annual and special assessments.
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property by guests of Owners.
- (d) the right of the Association to limit the number of guests that may use the common facilities.
- (e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

**Section 3. Delegation of Use.** An Owner may delegate his right of enjoyment to the Common Areas and facilities to his tenants.

Section 4.     Title to Common Properties. Prior to the conveyance of any Lot in a stage of development of Raintree Manor, as described in Exhibit “B”, fee simple title to any Common Properties included in that stage shall be conveyed to the Association, free and clear of all encumbrances and liens, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building line, building and use restrictions, all exceptions, easements, and conditions as the same may be and appear in prior instruments of record, except current real property taxes, which taxes shall be prorated to the date of conveyance then of record.

## ARTICLE IV

### COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance be deemed to covenant and agree, to pay the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The said assessments, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who is the Owner of such Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Areas, Common Area taxes and insurance thereon, the maintenance of the exteriors of the units including repair and replacement of roofs, gutters, downspouts and exterior building surfaces; and for the cost of labor, equipment, materials, management and supervision in connection with the foregoing.

Section 3. Annual Association Budget for Assessments. Prior to each fiscal year, the Board of Directors shall estimate the total amount necessary to pay the cost of services, wages, materials, insurance, taxes and supplies which will be required during the ensuing year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

Section 4. Basis for Annual Association Assessment.

- (a) Annual Association Assessments shall be uniform in amount as to each classification of Unit. The classification shall reflect such factors affecting cost of maintenance as size, configuration, and replacement materials.

- (b) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each unit for each assessment period at least thirty (30) days in advance of such date or period.
- (c) Written notice of the assessment shall thereupon be sent to every Owner subject thereto.
- (d) Annual Association Assessments may not be increased above fifteen per cent (15%) of the previous year's assessment without a vote of the membership.
- (e) Assessments shall be collected and paid in quarterly installments.
- (f) In the event the Board is delayed in preparing the annual estimates or a vote of the membership causes a delay, the Owner shall continue to pay the quarterly charges at the then-existing quarterly rate established for the previous period until the same shall be determined.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction repair, or replacement of a capital improvement upon the Common Properties, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members voting in person or by proxy, at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be delivered or mailed to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half



(1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments-Due Dates. The Annual Association Assessments shall commence as to all Units on the first day of the month following the month in which the Developer conveys title to the purchased Unit. The first Annual Assessments shall be prorated in relation to the number of months remaining in the calendar year. The due date of any Special Assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Effect of Non-payment of Assessments-Remedies of the Association. The failure to pay any quarterly installment of an Annual Assessment within thirty (30) days after the due date thereof shall cause the whole annual assessment to then become due and payable which shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. There shall be added to the amount of such assessment the costs of collecting the same including a reasonable attorney's fee. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment, provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

## **ARTICLE V**

### **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the townhouse on the Properties and placed along the common boundary between two Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, unless party wall is damaged by the act or omission of one Owner, in which event the Owner causing such damage shall be solely responsible for the entire repair and cost thereof.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omissions.

Section 4.     Weather Proofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cast of furnishing the necessary protection against such elements.

Section 5.     Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successor in title.

Section 6.     Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of the Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

## ARTICLE VI

### SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

Section 1.     Mortgages. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property except as provided above.

Section 2.     Taxes. The Real Estate Taxes are to be separately taxed to each unit Owner for his Lot and Unit only. Common Property Taxes shall be treated as part of the Common Expenses.

Section 3.     Utilities. Each Unit Owner shall pay for his own telephone, gas, electricity, water, sewer, and/or other utilities which are separately metered or billed to each user by the appropriate Utility Company.

## ARTICLE VII

## UTILITY SERVICE CONNECTIONS

The rights and duties of the Owner of Lots within the Properties with respect to utility service connections, including sanitary and storm sewer, water, electric and telephone lines and related facilities, shall be governed by the following:

- (a) Wherever utility service connections, or any portion thereof, lie in or upon a Lot owned by other than the Owner of any Lot served by the connections, the Owner of any Lot served by the connections shall have the right and license from time to time to enter upon the Lots or to have the respective utility companies enter upon the Lots in or upon which the connections, or any portion thereof, lie in order to repair, replace, and generally maintain said connections to the full extent necessary for such purposes.
- (b) Whenever utility service connections serve more than one Lot, the Owner of each Lot served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot and shall have the same license and right as are provided immediately hereinabove with respect to portions lying in or upon Lots owned by other Owners.
- (c) In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then upon written request of one such Owners addressed to the Association, the matter shall be submitted to its Board of Directors which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

## **ARTICLE VIII**

### EASEMENTS

Each Lot within the Properties is hereby declared to have an easement over all adjoining Lots for the purpose of ingress, egress, and regress to and from the living quarters erected on said Lot, and for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement of the structure, roof overhangs, architectural or other

appendages, drainage or rainwater from roofs, or any other cause. There shall be valid easements for the maintenance of any encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment or settlement; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that the same encroachment may be re-established, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

## **ARTICLE IX**

### **ARCHITECTURAL CONTROL**

Section 1. No building addition, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and typography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the

addition, alteration, or change has been commenced prior to the completion thereof, approval shall not be required, and this Article will be deemed to have been fully complied with. This Article shall not apply to dwelling units constructed as new dwelling units at their inception.

Section 2. Owners may plant flowers on their own Lot provided they assume the responsibility for their maintenance and provided the plan is submitted to and approved by the Board of Directors or its designated committee.

## **ARTICLE X**

### USE RESTRICTIONS-GENERAL REGULATIONS

Section 1. Use Restrictions. The following shall be restrictions on the use of the Properties which shall run with and bind the land:

- (a) No unit shall be used for any purpose other than as a residence for the use of one family. Notwithstanding anything contained herein, the Developer has the right to use any Units owned by it for models and for sales offices and administrative offices.
- (b) Nothing shall be done to any Unit or on or in the Common Areas which will impair the structural integrity of any building or which will structurally change any building.
- (c) Nothing shall be done or kept in any Unit or in the Common Areas which violates the law or which will increase the rate of insurance on the Building or contents thereof.
- (d) The Common Properties and facilities may be used by all Unit Owners and/or residents, their families, guests, and invitees, subject to such rules and regulations as may be established by the Association.
- (e) No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Properties without the prior written consent of the Board.
- (f) Owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of the Building, and no sign, awning,

canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roofs, or any part thereof without the prior written consent of the Board of Directors.

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- (g) No rugs, clothes, sheets, blankets, laundry of any kind, or other articles shall be hung from the balconies, patios or on any part of the Common Areas. Both private and Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.
- (h) No noxious or offensive activity shall be carried on, in or upon any Unit, or in or upon the Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (i) No structure of a temporary character, dog house, trailer, tent, or other building shall be used on any Lot at any time either temporarily or permanently except by the Developer in completing the Development.
- (j) No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period.
- (k) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit on any Lot or in the Common Areas, except that dogs, cats, or other household pets may be kept in the Units, subject to the rules and regulations adopted by the Association. All household pets must be kept leashed and under the control of their owner when outside the Unit.
- (l) Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations by the Association.

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(m) All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the Properties by the residents thereof.

Section 2. Additional Rules and Regulations. The Board of Directors may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation, and beautification of the Properties, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all owners and the entire Property shall at all times be maintained subject to such rules and regulations.

## **ARTICLE XI**

### MAINTAINENCE AND INSURANCE

Section 1. Maintenance of Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including guest parking areas but not including snow removal.

Section 2. Maintenance of Unit Exteriors. The Association shall be responsible for the maintenance of the exterior of the Units with respect to normal wear, tear and deterioration, with such exterior maintenance to include painting, repair or replacement of roofs, gutters, downspouts and exterior building surfaces.

The foregoing services provided by the Association with respect to exterior surfaces of an Owner's home shall be limited to normal wear, tear and deteriorations, and the Owner shall be solely responsible for all exterior repair and replacement, occasioned by insurable casualty as hereinafter provided. In the event the Owner shall fail to effect promptly the repairs and replacements occasioned by insurable casualty, the Association may (but shall not hereby be required to do so) effect such repairs and replacements and, if it does so, it shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in this connection, including the right provided for in this Declaration to receive applicable insurance proceeds.

Section 3. Maintenance of Landscaped Areas. The Association shall cut the grass on the Lots and on the Common Properties which were landscaped by the Developer; and maintain trees and shrubs on Common Properties which were planted by the Developer.

Section 4. Unit Owner Maintenance of Unit and Common Properties. Each Owner shall be responsible for the care, maintenance, repairs and replacements within his Unit and items of exterior maintenance which are not included in the Association responsibilities including, but not limited to, snow removal, care of trees and shrubs on the lots, watering of grass, repair and replacement of driveways, repair or replacement of decks or patio as required.

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Section 5. Failure to Make Repairs. In the event that an Owner fails to effect promptly repairs or replacements for which he is responsible under Section 4 of this Article, the Association may (but shall not be required so to do) effect such repairs or replacements and, if it does so, it shall be entitled to reimbursement in full from the said Owner for its costs incurred thereby and, shall have the right to receive the applicable insurance proceeds.

Section 6. Insurance. Each Owner shall maintain, with respect to his Unit, fire insurance in an amount equal to the full insurable replacement value of his Unit, without deduction for depreciation, with extended coverage and comprehensive public liability insurance. Such policy or policies shall be written with a company or companies licensed to do business in the Commonwealth of Pennsylvania, which have been approved by the Association which approval

the Association cannot arbitrarily or unreasonably withhold. Such insurance policy or policies shall name the Association as its interests may appear and shall include a separate loss payment endorsement in favor of the holder of a first mortgage upon said Owner's Unit. The Association shall maintain public liability insurance with respect to the Common Areas and fire insurance with extended coverage on any building and the contents thereof located now or hereafter on the Common Areas.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

Section 1.     Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2.     Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3.     Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years after the date upon which this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety per cent (90%) of the Lots, and

thereafter by an instrument executed and acknowledged by the Owners of not less than seventy-five per cent (75%) of the Lots. Any such amendment shall be effective upon recordation on the office of the Recorder of Deeds of Allegheny County.

Section 4. Liability of the Board. The Members of the Board and its officers shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each of the members of the Board and each of the Officers against all contractual liability to others arising out of contracts made by them or any of them on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

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Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Additional Properties. Developer shall cause each stage of Raintree Manor to be subjected to the covenants, conditions, easements, restrictions, charges and liens herein provided in accordance with the following terms and provisions:

- (a) The development of each stage within Raintree Manor shall be in accordance with the General Plan of Development attached hereto as Exhibit "B".
- (b) Prior to the conveyance of any Lot in a stage of development of Raintree Manor, as described in Exhibit "B", fee simple title to any Common Properties included in that stage shall be conveyed to the Association, free and clear of all encumbrances and liens, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building line, building and use restrictions, all exceptions, easements and conditions as same may be and appear in prior instruments of record, except current real property taxes, which taxes shall be prorated to the date of conveyance then of record.

**ARTICLE XIII**

PENNSYLVANIA MUNICIPALITIES PLANNING CODE

This Declaration shall be construed as to grant the Township of Hampton all the rights, duties and responsibilities as are provided for under the Pennsylvania Municipalities Planning Code, (approved on July 31, 1968, P.L. 805 and 53 P.S. 10101, et seq.) as amended, as the same refer to the Common Areas and the right of access to and from said Common Areas.

This Declaration is made under and by virtue of a Resolution of the Board of Directors of the party of the first part duly passed at a regular meeting thereof, held on the 13<sup>th</sup> day of March, 1978, a full quorum being present, authorizing and directing the same to be made and done. IN WITNESS WHEREOF, the said Corporation, party of the first part, has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary, the day and year first above written.

MINNOCK CONSTRUCTION COMPANY

By \_\_\_\_\_  
PATRICK MINNOCK, President

ATTEST:

\_\_\_\_\_  
Ass't Secretary

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

On this 13<sup>th</sup> day of March A.D. 1978, before me, a notary public, the undersigned officer, personally appeared Patrick Minnock, who acknowledged himself to be the President of MINNOCK CONSTRUCTION COMPANY, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as the President.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
TITLE OF OFFICER

BY-LAWS  
OF  
RAINTREE  
MANOR  
HOMES  
ASSOCIATION

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BY-LAWS  
OF  
RAINTREE MANOR HOMES ASSOCIATION

ARTICLE I  
NAME AND LOCATION

The name of this corporation is: Raintree Manor Homes Association. Its principal office is located in Hampton Township, Pennsylvania.

ARTICLE II  
DEFINITIONS

Unless the context clearly indicated 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, recorded with respect to the property known as Raintree Manor.

ARTICLE III  
MEMBERSHIP

The members shall consist of all the unit Owners of 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 hundred twenty (120) days after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or on December 31, 1983, whichever shall occur first. At such meeting, there shall be elected by ballot of the members a Board of Directors. The members may also transact such other business of the corporation as may properly come before them. Thereafter, an annual meeting of the members shall be held on the same day of the month of each year, or in the event that day is a legal holiday, on the first day thereafter which is not a legal holiday, in each succeeding year.

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Section 2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors.

Section 3. Notice of Meetings. Notice of any meetings shall be given to the members either personally or by sending a copy through the mail, postage prepaid, at least six (6) days in advance of the meeting. The notice shall be mailed to the member's address of record with the Association and shall set forth the place, day, and hour of the meeting and the nature of the business to be transacted.

Section 4. Proxies. At all corporate meetings of members, each voting member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall cease upon sale by the member of his Unit.

Section 5. Quorum. The presence, either in person or by proxy, of the members entitled to cast twenty per cent (20%) of all the votes of each class of membership shall constitute a quorum. If such quorum shall not be in attendance, those members who are present may adjourn the meeting to a date without notice other than announcement at the meeting until a quorum as above-defined shall be present. Unless by express provision of the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, and each question presented at a meeting shall be determined by a majority vote of those present.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1. Number. The direction and administration of the Association shall be vested in a Board of Directors, consisting of nine (9) persons who need not be members of the Association. The initial Board of Directors shall be appointed by the Developer and shall hold office until

their successors have been elected at the first annual meeting. At the first annual meeting and annual meetings thereafter, the Board of Directors shall be appointed or elected in the manner herein provided.

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Section 2.     Term of Office. At the first annual meeting of the members, the term of office of three (3) Board members shall be fixed for three (3) years; the term of office of three (3) Board members shall be fixed for two (2) years; and the term of office of three (3) Board members shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Board member, his successor shall be elected to serve a term of two (2) years. The Board members shall hold office until their successors have been elected and qualified.

Section 3.     Removal. A Director may be removed from the Board, with or without cause, by a majority of all the votes of each class of members at any special meeting called for the purpose. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

## **ARTICLE VI**

### **ELECTION OF DIRECTORS-NOMINATING COMMITTEE**

Section 1.     Nominations. Nomination 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) or more 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. 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. Such nominations may be made from among members or non-members.

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Section 3.     Election. Election to the Board of Directors shall be by secret written ballot. 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 VII**

### MEETINGS OF DIRECTORS

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

Section 2.     Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by any four (4) Directors, after not less than three (3) days notice to each Director.

Section 3.     Quorum. At all meetings of the Board of Directors, a majority of the Board members shall constitute a quorum for the transaction of business, and any action may be taken by the majority of those present.

Section 4.     Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE VIII**

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of Common Areas and facilities, and the personal conduct of the members and their

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guests thereon, and to establish penalties for the infractions thereof;

- (b) Suspend the voting rights and right to use of the recreational facilities 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.

- (c) 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, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, or such other employees as it deems necessary and to prescribe their duties.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
  - (1) Fix the amount of the annual Association Assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

- (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) Procure and maintain adequate liability and hazard insurance on Property owned by the Association;
- (e) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (f) Cause the Common Areas to be maintained;
- (g) Cause the exterior of the Units to be maintained as prescribed in Article XI of the Declaration.

**ARTICLE IX**

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the membership.

Section 3. Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualify to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

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Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance *of said resignation??* shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointments 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 persons 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:

President

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

Vice-President

- (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.

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Secretary

- (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.

Treasurer

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

**ARTICLE X**

COMMITTEES

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

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**ARTICLE XI**

## ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay, to the Association, annual Association assessments and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after due date, the annual assessment shall become due and payable and shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

## **ARTICLE XII**

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Raintree Manor Homes Association.

## **ARTICLE XIII**

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the membership, by a vote of majority of a quorum of members present in person or by proxy, except the regulations affecting the rights or interests of the Developer shall not be amended or modified without the written consent of the Developer.

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

## **ARTICLE XIV**

### MISCELLANEOUS

Section 1.     Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, WE, being all of the first Directors of the Raintree Manor Homes Association, have hereunto set our hands, this   25th   day of   October  , 1978.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____