

BY-LAWS OF
POPLAR SPRINGS MANOR HOMEOWNERS ASSOCIATION, INC.

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BY-LAWS OF
POPLAR SPRINGS MANOR HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Section 1. Name and Location. The name of this corporation is POPLAR SPRINGS MANOR HOMEOWNERS ASSOCIATION, INC. Its principal place of business and mailing address is 160 Ram Drive, Hanover, Pennsylvania, 17331. Said principal office may be changed by the Board of Directors at any time and from time to time. The Corporation is a non-profit, non-stock corporation organized under the laws of the Commonwealth of Pennsylvania. The Corporation may have such other offices within or without the Commonwealth of Pennsylvania as the Board of Directors or the members may from time to time designate. The Corporation shall be the Association described in the Declaration, and for purposes of identification shall be hereinafter referred to in these By-Laws as the "Corporation" or the "Association".

Section 2. Applicability. These By-Laws and each provision thereof shall be applicable to all lot owners within this community known as Poplar Springs Manor, situate in the Borough of Stewartstown, York County, Pennsylvania, as shown on the subdivision plan described in the Declaration.

ARTICLE II
DEFINITIONS

Section 1. "Declaration" as used herein, means that certain Declaration of Covenants, Conditions and Restrictions made the 25th day of August, 1994, by Royal Bldg., Inc., recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, and any declaration amendatory or supplementary thereto.

Section 2. Other Definitions. Any other term used in these By-Laws shall have the same meaning as set forth in the Declaration except where said meaning is clearly inappropriate.

ARTICLE III
MEMBERSHIP

Section 1. Members. Every person, group of persons, corporation, trust, firm, partnership, association or other legal entity, or any combination thereof, which owns or occupies a lot within that portion of the Property subject to the Declaration

shall be a member of the Association; provided, however, that any person, group of persons, corporation, trust, firm, partnership, association or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of any obligation shall not be a member solely by reason of such interest.

Section 2. Classification of Members. Members of the Association shall be divided into classes as follows:

A. Class A Members. With the exception of the Declarant (but subject to the provisions of this Section converting Class B to Class A Membership), every person, group of persons, corporation, partnership, trust or other legal entity who is a record owner of a fee simple interest in any lot which is or becomes subject to the Declaration shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust, or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest. Class A Members shall be entitled to one vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons, corporation, partnership, trust or other legal entity is the record owner of a fee simple interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine in the manner provided hereinbelow, but (except as herein provided) no more than one vote shall be cast with respect to any lot.

B. Class B Member. The Class B Member shall be the Declarant (and/or such other persons to whom Declarant shall assign any Class B Membership) and the Class B Member shall be entitled to three votes for each lot which it holds; provided, however, that such Class B Membership shall lapse and become a nullity on either of the following events, whichever occurs first:

1. When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or,

2. Seven (7) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year

period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

Upon the lapse of all of the Class B Memberships, as provided in this Article III, Declarant shall be a Class A Member of the Association as to each and every lot in which Declarant holds the interest otherwise required for such Class A Membership.

Section 3. Assignment of Membership. The Class A Memberships, but not the Class B Memberships, shall be appurtenant to the lot owned by a member and may not be assigned except in conjunction with the lot to which they are appurtenant. The Class B Memberships shall be freely assignable to any legal entity serving in capacity as a Declarant hereunder as the same is defined in Article III, Section 2, herein.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for similar purposes to those for which this Association was created. In the event that such distribution is not accepted, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization operated for similar purposes.

Section 5. Method of Voting Membership Held by More Than One Person. In the event a membership is held by more than one person, that membership shall, nevertheless, be entitled to only one indivisible vote. The method of voting such membership shall be as described in Article IV, Section 7 of these By-Laws.

ARTICLE IV MEETING OF MEMBERS

Section 1. Place of Meeting. Meeting of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time as the Board of Directors shall determine but shall be held, in any event, within one (1) year following the date of filing of the Articles of Incorporation with the Commonwealth of Pennsylvania. Thereafter, the annual meetings of the members of the Association shall be held on such date as the Board of Directors may determine but not less than three nor more than five months after

the last day of the Association's fiscal year. If the Board of Directors shall fail to set a date for the annual meeting, in any year, then such meeting for that year shall be held at 7:00 p.m. on the second Wednesday of April. At such meeting there shall be elected by ballot of the members, a Board of Directors in accordance with the requirements of Article V, Section 4 of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five percent (25%) of the total membership entitled to vote having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each meeting or special meeting, stating the purpose thereof as well as time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association, or if no address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the member at his lot or last known address. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members entitled to cast one-tenth (1/10) of the votes of each class of members shall be requisite for, and shall constitute a quorum for the transaction of business at all meeting of members unless a greater number is provided by the Articles of Incorporation, the Declaration or these By-Laws.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, each of the members shall have the right to cast one (1) vote for each membership which he owns on each question. The vote for members representing fifty-one percent (51%) of the membership present

and voting at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any question, then such vote shall not be counted for purposes of deciding that question. In the event that the membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Association prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors if the books or management accounts show such member to be more than sixty (60) days delinquent in any payment due the Association. No vote may be divided into fractional votes on any question.

Section 8. Proxies. A member may appoint any other member or the Declarant as his proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms or by statute, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary, by the death of the member, or by conveyance of the lot to which the membership is appurtenant.

Section 9. Rights of Mortgagees. Any institutional mortgagee of any lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by registered or certified mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or

otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in Section 4 of this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request to the Chairman in advance of the meeting, address the members present at any such meeting. Such representatives shall have no voting rights at any such meeting.

Section 10. Order of Business. The order of business at regularly scheduled meetings of the members shall be as follows:

- A. Roll call and certification of proxies;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes of preceding meeting;
- D. Reports of officers, if any;
- E. Reports of committees, if any;
- F. Election or appointment of inspectors of election;
- G. Election of Directors;
- H. Unfinished business; and,
- I. New business.

In the case of a special meeting, items (A) and (B) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who need not be members of the Association, and who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the members of the Association. The names of the initial members of the Board of Directors are: Joseph A. Myers, Benjamin A. Myers, Michael S. Rose.

Commencing with the first annual meeting of the Association, the Board shall consist of an uneven number of not less than three (3) nor more than seven (7) members who shall be elected by the members of the Association. All directors must be natural persons. Prior to the lapse of the Class B Membership as provided for in the Articles of Incorporation and the

Declaration, the number of directors shall be determined from time to time by a vote of the initial Directors named by the Declarant; thereafter, the number of directors shall be determined by a vote of the members at the annual meeting of members and the number of directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (i) the limitations of this Section shall continue to apply; and (ii) no such change shall operate to curtail or extend the term of any incumbent director.

Section 2. Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things, as are not by law or by these By-Laws, directed to be exercised and done by the members. The powers and duties of the Board shall include, but not be limited to provided for the following:

A. Care and upkeep of the Common Areas in a manner consistent with the law, the provisions of these By-Laws, and the Declaration;

B. Establishment and collection of assessments and/or carrying charges from the members and for the assessments and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration;

C. Designation, hiring, and/or dismissal of personnel necessary for the good working order of the Association, for the proper care of the Common Areas, and to provide services for the Association in a manner consistent with law and the provisions of the Declaration and these By-Laws; and,

D. Promulgation and enforcement of such rules as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas as are designated to prevent unreasonable interference with the use and occupancy of the Association by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 3. Budget. The Board of Directors, with the assistance of counsel, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period and shall include reasonable reserves for repair and replacement. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Association, and

shall provide for sufficient estimates, on a consistent periodic basis, to permit comparison to and of deviations from the various periodic reports of the actual results of operation and the actual financial condition of the Association, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and by the institutional holder of any first mortgage on any lot in the project and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests, and upon reasonable notice.

Section 4. Terms of Office. At the first annual meeting of the members, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. At the expiration of the initial term of office of each respective director, his successors shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director through normal annual elections as herein provided shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; each person so elected shall be a Director until a successor is elected by the members at the next annual meeting.

Section 6. Removal. After the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Prior to the first annual meeting of the Association, any directors may be removed from the Board, with or without cause, by the Declarant.

Section 7. Compensation. No director shall receive compensation for any service he may render to the Association, unless approved by a vote of two-thirds (2/3) of the members. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 8. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the entire Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Directors and all members, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President of the Board on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place, as hereinabove provided, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any at meeting of the Board, no notice shall be required and any business which may properly come before the Board at such meeting may be transacted.

Section 12. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 14. Fidelity Bonds. The Board shall require that all officers and employees of the Association handling or responsible for association, corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board and none of whom shall be related by marriage or otherwise. Prior to the first annual meeting of the members, the officers of the Association need not be members of the Association. Thereafter, all officers of the Association shall be members of the Association.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause and his successors elected at any regular meeting of the Board of Directors or any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the

President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of the Association) to which he may be made a party by reason of being or having an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be owners of lots) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the

Association, or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the best interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

A. The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose;

B. The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

C. The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such a director or officer of such corporation or not so interested.

ARTICLE VIII MANAGEMENT

Section 1. Management and Common Expenses. The Association, acting by and through its Board, shall manage, operate and maintain the Common Areas and, for the benefit of the lots and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for, the following:

A. The cost of providing water, sewer, garbage and trash collection, electrical and other necessary utility services for the Common Areas;

B. The cost of directors and officers liability, fire, and extended liability insurance for the Common Areas and the cost of such other insurance as the Association may effect or deem appropriate;

C. The cost of the services of a person or firm to manage the project together with the services of such other personnel as the Board shall consider necessary for the operation of the project;

D. The cost of providing such legal and accounting services as may be considered necessary to the operation to the Association;

E. The cost of painting, maintaining, replacing, repairing and landscaping the Common Areas and such furnishings and equipment as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Association to paint, repair or otherwise maintain any lot or any fixtures, appliances or equipment located therein, the maintenance of each lot being the sole responsibility of the owner or occupant thereof; and

F. The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure to pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the Association and its property.

Section 2. Easements for Utilities & Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communications cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Property or any part thereof as may be considered necessary, appropriate or desirable by the Board for the orderly maintenance, preservation and enjoyment of the Property or for the preservation of the health, safety, convenience and/or welfare of the owners of the lots or the Declarant. Said

easements, licenses and rights-of-way shall be granted by vote of the Board of Directors of the Association and the members shall not be required to approve such grants.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of utilities or other services to be obtained by the Association or paid out of the common expense fund, or for injury or damage to person or property caused by the elements or by the owner of any lot, or any other person, or flow from any portion of the Property owned and/or maintained by the Association or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any lot for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for convenience or discomfort arising from the making of repairs or improvements to the Common Areas, or to any lot or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 4. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

Section 5. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project and its administration and shall specify the maintenance and repair expenses of the Common Areas and services, and of any other expenses incurred. The amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 6. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent certified public accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement, including the income and disbursements of the Association.

Section 7. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, attorneys representing any of the members, and to the institutional holder of any first mortgage on any lot

and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

Section 8. Execution of Association Documents. With the prior authorization of the Board, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President; and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time authorized by the Board of Directors.

ARTICLE IX USE RESTRICTIONS

Section 1. Residential Use. All lots shall be used for private, residential purposes exclusively, except for such temporary non-residential uses as may from time to time be authorized by the Board of Directors and the Zoning Ordinances of the Borough of Stewartstown. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Declarant from the use of any lots which Declarant owns for promotional or display purposes as "model houses" or from leasing any lot(s) which Declarant owns.

Section 2. Leasing. No lot within the project, with the exception of leases entered into by Declarant, shall be rented for transient or hotel purposes, or in any event for an initial period of less than twelve (12) months. No portion of any lot, other than the entire lot, shall be leased for any period. Any owner of any lot who shall lease such lot shall promptly, following the execution of any such lease, forward a conformed copy thereof to the Board. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the lot shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such rules and regulations relating to the use of the Common Areas or other rules as the Board may from time to time promulgate. The provisions of this Section shall not apply to any institutional mortgagee of any lot who comes into possession of the lot as a result of a foreclosure sale or as a result of a proceeding in lieu of foreclosure.

Section 3. Rule-Making Authority. Set forth in the Declaration are various specific restrictions on the use to which any owner or occupant may put his lot and/or the Common Areas. The Association, acting by vote of its Board, shall have the right to promulgate rules and regulations implementing and supplementing said restrictions and such rules shall have the

same force and effect as if they were incorporated into the Declaration. Except where immediate implementation is necessary to prevent injury to the health, safety or welfare of persons or to prevent damage or waste to any portion of the property, such rules and regulations shall be displayed for thirty (30) days after their promulgation prior to becoming effective.

ARTICLE X DESTRUCTION AND DAMAGE

Section 1. Use of Insurance Proceeds. In the event of damage or destruction of any portion or all of the Common Areas by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Common Areas by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged Common Areas shall be accomplished promptly by the Association at its common expense. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in the Declaration.

ARTICLE XI ARCHITECTURAL STANDARDS

Each owner of a lot in the Association (other than the Declarant during the course of construction on the property) and by virtue of his acceptance of a warranty deed and the Declaration of Covenants, Conditions and Restrictions (and particularly Article VI thereof), acknowledges the necessity of maintaining the physical appearance and image of the entire residential community as a quality residential community, and additionally that the success of the Declarant in selling the remaining portions of the community is closely related to the physical appearance and image of the completed portions of the community. Except for the rehabilitation and renovation of the lots situate within the community by the Developer and any improvements to any lot or to the Common Areas accomplished concurrently with said construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install erect, attach, place,

build, alter, plant, remove or construct any structures or other additions to a lot, or to any building on a lot, including but not limited to; any awnings, hot tubs, greenhouses, gazebos, patios, balconies, sundecks, porches, covers over patios, balconies, sundecks and porches, solar collecting devices, privacy enclosure walls or retaining walls; or to make any changes or alterations (including alterations in color) within any lot which will alter the structural integrity or appearance of a building or a lot, or otherwise affect the property, interest or welfare of any other lot owner, or impair any easement, until the complete plans and specifications, showing the location, nature, shape, dimensions, material, color, type of construction and/or any other proposed form of change including without limitation, any other information specified by the Board (or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the property, and harmony of design, color and location in relation to surrounding structures and topography by the Board or by an Architectural Standards Committee designated by it.

ARTICLE XII AMENDMENT AND APPROVALS

Section 1. Amendments by Members. These By-Laws may be amended by the affirmative vote of members representing sixty-six and two-thirds percent (66-2/3%) or more of the votes of each class of members at any meeting of the members duly called for such purpose.

Section 2. Amendments by Declarant. During the period in which the Declarant owns a Class B Membership, the Declarant reserves the right to unilaterally amend these By-Laws to meet the requirements of the Federal Housing Administration, Veteran's Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, title insurance company or any other governmental or quasi-governmental agency, or to meet the requirements of any mortgage lender; provided, however, that any such amendment shall not materially adversely affect the substantive rights hereunder of any member other than Declarant. Any such amendment shall be distributed to all members.

Section 3. FHA & VA Approval. Notwithstanding anything herein contained to the contrary, as long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas, and amendment of these By-Laws.

Section 4. Waiver. No provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions and headings contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we, being all of the Directors of the Poplar Springs Manor Homeowners Association, Inc., have hereunto set our hands this 19th day of August, 1994.

WITNESS:

<u>Linda J. Kuchner</u>	<u>Joseph A. Myers</u> Joseph A. Myers
<u>Linda J. Kuchner</u>	<u>Benjamin A. Myers</u> Benjamin A. Myers
<u>Linda J. Kuchner</u>	<u>Michael S. Rose</u> Michael S. Rose

CERTIFICATION

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Poplar Springs Manor Homeowners Association, Inc., and;
2. That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 1994.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this ____ day of _____, 1994.


Secretary