

**AMENDED AND RESTATED BYLAWS OF
VILLAGE OF GLENWOOD HOMEOWNERS ASSOCIATION**

**ARTICLE I -
INTRODUCTORY PROVISIONS**

1. Applicability. These Amended and Restated Bylaws (“Amended Bylaws”) provide for the governance of the Association pursuant to the Amended and Restated Declaration (“Amended and Restated Declaration”) executed by the Council of the Association and filed in the Department of Records of Chester County, Pennsylvania, on _____, 20__.

2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Amended and Restated Declaration to which these Bylaws pertain, except as otherwise provided herein. The term “Member” as used herein shall mean a Unit Owner as defined in the Amended and Restated Declaration.

3. Compliance. Every Member of the Association shall comply with these Bylaws.

ARTICLE II - OFFICES

1. Registered Office. The registered office of the Association shall be the principal office of the management company under contract to assist in the operation of the Association, until otherwise established by an amendment of the Articles of Incorporation or by the Council and a record of such change is filed with the Department of State in the manner provided by law.

2. Other Offices. The Association may also have offices at such other places within or without the Commonwealth of Pennsylvania as the Council may from time to time appoint or the business of the Association may require.

ARTICLE III - CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the Association, the year of its organization and the words “Corporate Seal, Pennsylvania”.

ARTICLE IV - MEETINGS OF MEMBERS

1. Membership. Every Unit Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to each of the Units and the transfer of title to each Unit shall automatically transfer membership in the Association without the necessity of the delivery of any document. Membership in the Association shall not be separated from the ownership of any Unit.

2. Place of Meeting. Meetings of the Members shall be held at the Association or such other place or places, either within or without the Commonwealth of Pennsylvania, as may from time to time be fixed by the Council.

3. Annual Meeting. The Council may fix the date and time of the annual meeting of the Members, but if no such date and time is fixed by the Council, the meeting for any calendar year shall be held on the _____ of May in such year, if not a legal holiday under the laws of the Commonwealth of Pennsylvania, and if a legal holiday then on the next succeeding business day, not a Saturday, at 7:00 p.m., when the Members shall elect the Council and transact such other business as may properly be brought before the meeting. If the annual meeting shall not be called and held within six (6) months after the designated time, any Member may call such meeting.

4. Special Meetings. Special meetings of the Members may be called at any time by the President, or the Council, or upon written request of at least fifteen (15) Members. At any time, upon written request of any person who has called a special meeting, it shall be the duty of the Secretary to fix the time of the meeting, which shall be held not more than sixty (60) days after the receipt of the request. If the Secretary shall neglect or refuse to fix the time of the meeting, the person or persons calling the meeting may do so. Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto, unless consented to in person or by proxy by thirty percent (30%) of all Members entitled to attend or vote at such meeting.

5. Method of Voting. Questions to be submitted to Members may be decided at a meeting or by valid vote, by mail or by any other reasonable means determined by the Council. The Council shall determine, by resolution, the method of voting and give notice thereof as provided herein.

6. Notice of Meetings.

(a) Written notice of every meeting of the Members, stating the time, place and object thereof, shall be given by, or at the direction of, the Secretary or other authorized person to each Member of record entitled to vote at the meeting, at least ten (10) days prior to the day named for a meeting called to consider a fundamental change under Chapter 59 of the Pennsylvania Nonprofit Corporation Law (relating to fundamental changes) or five (5) days prior to the day named for the meeting in any other case unless a greater period of notice is required by statute or the Amended and Restated Declaration in a particular case, and in no event more than sixty (60) days prior to the day named for the meeting. If the Secretary or other authorized person shall neglect or refuse to give notice of the meeting, the person or persons calling the meeting may do so.

(b) Notice as provided for in these Bylaws shall be addressed to Members at each Member's respective Unit or at such other address as any such Member may from time to time specify in writing to the Association's Secretary. Notices to co-owners shall be addressed to all but need only be sent to one address.

7. Quorum. A meeting of Members duly called shall not be organized for the transaction of business unless a quorum is present. The presence at the meeting of Members entitled to cast, or of proxies to cast, twenty-five percent (25%) of the votes of all Members who are entitled to vote shall constitute a quorum for any action, except as otherwise provided in the Amended and

Restated Declaration, the Articles of Incorporation or by statute. The acts at a duly organized meeting of Members present entitled to cast at least a majority of the votes which all Members present and voting are entitled to cast shall be the acts of the Members. The Members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as otherwise provided by statute, adjourn the meeting to such time and place as they may determine; but in the case of any meeting called for the election of Council Members, twenty-five percent (25%) of all Members constitute a quorum for the purpose of electing Council Members. In the case of any meeting called for any other purpose, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of acting upon any resolution or other matter set forth in the notice of the meeting, if written notice of such second adjourned meeting, stating that those Members who attend shall constitute a quorum for the purpose of acting upon such resolution or other matter, is given to each Member of record entitled to vote at such second adjourned meeting at least ten (10) days prior to the day named for the second adjourning meeting.

8. Action by Consent. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by a majority of the Members who would be entitled to vote at a meeting for such purpose and shall be filed with the Secretary of the Association.

9. Voting Rights. Every Member of the Association shall be entitled to one (1) vote for each Unit, unless otherwise provided in the Amended and Restated Declaration. Each Unit Owner whose name is recorded in the Recorder of Deeds office of Chester County is and shall be deemed to be a Member of the Association for the period of ownership of the Unit or Units in the Association. Unit Owners owning more than one Unit, shall be entitled to one (1) vote for each Unit held. No Member shall sell such Member's vote or issue a proxy for money or anything of value. Upon request of a Member, the books or records of membership shall be produced at any regular or special meeting of the Association. If at any meeting the right of a person to vote is challenged, the presiding officer shall require the books or records to be produced as evidence of the right of the person challenged to vote, and all persons who appear by the books or records to be Members entitled to vote may vote. The list of eligible Members shall be kept at the office of the Association and may be inspected during normal business hours by any Unit Owner. The voting list shall reflect the name of each Unit Owner and the number of votes assigned to each Unit. The right of a Member to vote, and the Member's right, title and interest in or to the Association or its Property, shall cease on the termination of the Member's membership.

10. Proxies. Any Unit Owner may attend all meetings of the Association, either in person or by proxy. Such proxy shall be in writing and shall be delivered to the President at least one (1) business day prior to the meeting for which the proxy has been given. Such proxy may be revoked at any time by written notice to the President or other officer presiding over the meeting of the Association for which the proxy has been given. A proxy shall be void if it is undated or purports to be revocable without notice. No proxy shall endure for more than one meeting and any postponements thereof unless the proxy shall state some longer period of duration, which in any

event shall not exceed twelve (12) months. Such proxy shall also become void when the Council has received written notice of the death or judicially declared incompetence of the grantor of such proxy or of the recording of the transfer of title to the Unit from the grantor or such proxy.

11. Judges of Election. In advance of any meeting of Members, the Council may appoint judges of election, who need not be Members, to act at such meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of any such meeting may, and on the request of any Member shall, make such appointment at the meeting. The number of judges shall be one (1) or three (3). No person who is a candidate for office shall act as a judge.

12. Co-Ownership. If there are co-owners of record of a Unit (whether by joint tenancy, tenancy in common, tenancy by the entirety, partnership or otherwise) all of the co-owners may attend the meeting of the Association but their votes shall be cast unanimously. There shall be unanimous agreement if any one of the co-owners casts the votes allocated to that Unit without protest being made promptly to the President or other person presiding over the meeting (which protest may be made by a duly executed proxy) by any of the other owners of the Unit. If the co-owners of a Unit cannot unanimously agree how to cast their votes at a meeting, then and in that event the votes appurtenant to their Unit shall not be permitted to be cast at that meeting but shall be counted for the purpose of determining the presence of a quorum. If the co-owners of a Unit shall not be permitted to cast the votes appurtenant to their Unit for the reason specified in the immediately preceding sentence, they shall be deemed to have consented to any action taken at such a meeting which requires the unanimous consent of all Unit Owners. If only one co-owner is present or represented by proxy, such Owner or the holder of such proxy, as the case may be shall be accepted by the Association as the agent and attorney-in-fact for the other co-owners not present and shall be permitted to cast all of the votes appurtenant to such Unit. If title to a Unit is held by a corporation, partnership, association, multiple fiduciaries, tenants in common, joint tenants or tenants by the entirety, such Unit Owner shall designate one or more officers, partners, associates, fiduciaries or co-tenants as being entitled to exercise the voting rights appurtenant to the Unit, which designation shall be reflected on the voting list and shall be controlling until cancelled or superseded by such Unit Owner by notice to the Secretary. If a Unit is held in a fiduciary capacity, the fiduciary rather than the beneficiary shall be entitled to exercise the appurtenant voting rights.

13. Suspension of Voting Rights. The voting rights of a Unit Owner shall be suspended if the Unit Owner has failed to pay in full, on or before the day of an annual or special meeting or the execution of a written consent, all Assessments levied or assessed against such Unit Owner's Unit pursuant to of the Community Documents together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable thereto.

14. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereafter. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Community Documents or the Uniform Planned Community Act. All votes shall be tallied by tellers appointed by the President or other officer

presiding over the meeting.

ARTICLE V - COUNCIL

1. Number. The affairs of this Association shall be managed by a Council comprised of five (5) natural persons of full age, each of whom shall be a Unit Owner.

2. Term. The Members shall elect Council members for a term of two (2) years which shall commence as of the annual meeting in which an election is conducted and shall continue until such Council members' successors shall be elected and qualified. Generally, two (2) Council members shall be elected in even numbered years and three (3) Council members shall be elected in odd numbered years.

3. Regular Meetings. The annual meeting of Council shall be convened and held promptly following the annual meeting of Members of the Association. The annual meeting shall be an organizational meeting at which officers of the Association are elected. Regular meetings of the Council shall be held at least ten (10) times each fiscal year (in addition to the organization meeting of the Council) unless all Council members waive such requirement as to a particular meeting or meetings. There shall be a meeting of Council during the month of November of each year for the purpose of adopting the budget for the forthcoming fiscal year of the Association. Meetings of the Council may be held under such reasonable rules as the Council may determine and the Council is hereby empowered to promulgate such rules. Except for the meeting to approve the budget of the Association, Unit Owners who are not members of the Council shall have no right to attend the meetings of the Council but the Council may, in its sole discretion, elect to allow such Unit Owners to attend a particular meeting or meetings. If the Council elects to permit Unit Owners to attend a particular meeting, the Secretary of the Council shall give prior written notice to all Unit Owners of said meeting in the manner provided in Article IV, Section 6 above; provided, however, that the failure to give such notice shall neither invalidate any actions taken by Council at said meeting nor impose any liability on the Council or its officers and/or members for the failure to give said notice. All Unit Owners shall have the right to attend and be heard, but not the right to vote, at a meeting of the Council at which the fiscal year budget of the Association shall be presented to the Council for adoption. The Secretary shall give Unit Owners notice of said meeting, accompanied by a copy of the proposed budget, in the manner provided in Article IV, Section 6 above.

4. Special Meetings. Special meetings of the Council shall be held when called by the President of the Association, or upon request by a majority of the Council Members to the President or Secretary of the Council. The President shall designate the time and location of meetings of the Council and no business shall be conducted at meetings of the Council other than as specified in the notice thereof.

5. Notice.

(a) Notice of every special meeting of the Council shall be given to each Council Member by telephone or in writing at least 24 hours (in the case of notice by telephone, facsimile transmission, e-mail or other electronic communication) or 48 hours (in the case of notice

by courier service or express mail), or five (5) days (in the case of notice by first class mail) before the time at which the meeting is to be held. Every such notice shall state the time and place of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Council need be specified in a notice of a meeting.

(b) Before or at any meeting of the Council, any Council Member may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Council Member at any such meeting shall be a waiver of notice by him of the time and place thereof unless such attendance is solely for the purpose of objecting to the notice given. If all of the Council Members then serving on the Council are present at any meeting thereof, no notice shall be required and business may be transacted at such meeting unless one or more of the Council Members are attending solely for the purpose of objecting to the notice given.

6. Quorum. A majority of the Council Members in office shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the Council Members present at a meeting at which a quorum is present shall be the acts of the Council.

7. Effects of Presence. Any Council Member present at any meeting shall be deemed to have assented to any action taken at such meeting unless a dissent is entered in the minutes or unless a written dissent is filed with the Secretary at or immediately following the adjournment thereof, provided that no Council Member may dissent from any action from which such Council Member voted in favor at the meeting.

8. Action by Written Consent. Any action which may be taken at a meeting of the Council Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Council Members in office and shall be filed with the Secretary of the Association.

9. Committees. The Council may, by resolution adopted by a majority of the Council Members in office, establish one or more committees to consist of one or more Council Members of the Association. Any such committee, to the extent provided in the resolution of the Council or in the Bylaws, shall have and may exercise all of the powers and authority of the Council, except that a committee shall not have any power or authority as to the following:

(a) Any action required by statute to be submitted to the Members for their approval;

(b) The creation or filling of vacancies in the Council;

(c) The adoption, amendment or repeal of these Bylaws and/or the Amended and Restated Declaration;

(d) The amendment or repeal of any resolution of the Council that by its terms is amendable or repealable only by the Council; or

(e) Action on matters committed by these Bylaws or a resolution of the Council exclusively to another committee of the Council.

Each committee of the Council shall serve at the pleasure of the Council, and its members shall be indemnified from liability to the extent hereinafter afforded the Council Members of the Association pursuant to Article XVII. The President of the Association, or the President's designate, shall be an ex officio member of any committee and may call meetings thereof at any time upon three (3) days notice. Council Members may serve as members of committees. Committees shall report to and be subject to the direction of Council and no committee shall have or exercise any power or authority other than that delegated by Council. A majority of members of a committee shall constitute a quorum and the acts of majority of committee members attending a meeting at which a quorum is present shall be acts of that committee.

10. Alternate Committee Members. The Council may designate one or more Council Members as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another Council Member to act at the meeting in the place of any absent or disqualified member.

11. Removal.

(a) The entire Council or any individual Council Member may be removed from office without assigning any cause by the vote of Members entitled to cast at least sixty (60%) percent of the votes which all Members present would be entitled to cast at any annual meeting or at a special meeting, the notice for which shall contain the name of the member or members of the Council whose removal is sought.

(b) The unexcused absence of any Council Member from three (3) consecutive regular meetings of the Council shall be deemed a resignation. Any member of the Council may resign from the Council at any time by written notice to the Council.

(c) The Council may declare vacant the office of a Council Member if such Council Member is declared of unsound mind by an order of court or is convicted of a felony, or if within sixty (60) days after notice of selection, the Council Member does not accept such office, either in writing or by attending a meeting of the Council, and fulfill such other requirements of qualification as the Bylaws may specify.

(d) The election of a new Council Member or new Council Members may be held at the same meeting when such removal takes place, and notice of an election for removal shall be considered notice of an election to fill the vacancy or vacancies so caused. A vote of more than fifty (50%) percent of the Unit Owners present at such meeting in person or by proxy shall cause the postponement of the election to a later date, but if such vacancy is not filled within sixty (60) days after it occurs, the Council shall promptly thereafter elect a replacement for the unexpired balance of the term of the vacating member.

12. No Compensation. No Council Member shall be compensated by the Association for acting as such, unless such compensation is expressly authorized or approved by a vote of a majority of the Unit Owners at any annual or special meeting of the Association.

13. Rules of Order. When not otherwise provided herein, the Council and the Association shall conduct their respective business in accordance with Robert's Rules of Order, or such other rules as it may adopt from time to time for such purpose.

14. Consent. Whenever any provision of the Amended and Restated Declaration, these Bylaws or the Rules and Regulations shall require permission of the Council, such permission shall consist of a written statement setting forth the action or activity for which such permission is granted, signed by at least a majority of the Council who shall have been authorized to sign such permission on behalf of the Council by a vote thereof. This action or activity for which permission is granted shall be noted by the Secretary in the records of the Council.

ARTICLE VI - NOMINATION AND ELECTION OF COUNCIL MEMBERS

1. Nomination. Nominations for election to the Council may be made from the floor at the annual meeting of the Members, as well as solicited by reasonable means from the Members prior to the annual meeting. Nomination for election to the Council may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of three (3) or more Members of the Association. The Nominating Committee, if any, may be appointed by the Council prior to each annual meeting of the Members, 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, if any, shall make as many nominations for election to the Council as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

2. Election. The election for Council Members shall be conducted by written, secret ballot. At such election, the Members may cast, in person, by mailed ballot or by proxy, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Amended and Restated Declaration. The persons receiving the largest number of votes shall be elected. If Council members are being elected to unequal terms, the candidates receiving the greatest number of votes shall be elected to the longest terms. There shall be no cumulative voting.

ARTICLE VII - POWERS AND DUTIES OF THE COUNCIL

1. Powers. The Council shall have power to:

(a) establish uniform Rules and Regulations governing the use of the Common Facilities and Units, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) 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 ninety (90) days for infraction of published Rules and Regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or by the Amended and Restated Declaration, the Articles of Incorporation or by statute;

(d) commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Amended and Restated Declaration, these Bylaws or the Rules and Regulations, and to enforce, by mandatory injunction or otherwise, all of the provisions thereof;

(e) contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys, accountants and such other professional and non-professional services as the Association deems necessary or desirable;

(f) maintain Council Members and officers liability insurance, if available, and delegate its powers to Council Members, officers, committees and employees of the Association;

(g) employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association in accordance with Article XIX, Section 1 below;

(h) pay for, or otherwise provide for, any taxes that may be due and take any and all action to recover for loss sustained by casualty, condemnation or otherwise;

(i) pay and discharge any and all liens from time to time placed or imposed upon any portion of the Common Facilities on account of any work done or performed for the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration;

(j) perform such other duties and acts necessary to conduct the business of the Association.

2. It shall be the duty of the Council to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to maintain complete, accurate and current books and records to reflect fully operations, proceedings and financial condition of the Association. Such books and records shall be available for examination during regular business hours by Unit Owners;

(b) to provide each Unit Owner, within sixty (60) days after the end of each calendar year, a report of assets and liabilities and of other income and expense or of receipts and disbursements of the Association for the year then-ended;

- (c) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (d) to provide each Unit Owner, on or before the last day of November of each calendar year, a budget of estimated Common Expenses for ensuing year and to fix the amount of the annual Assessment as more fully provided in the Amended and Restated Declaration;
- (e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Council for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) cause the Common Facilities to be maintained;
- (i) adopt and follow procedures for adoption and publication of Council resolutions and Rules and Regulations;
- (j) keep a complete record of all resolutions of the Council and make such records available for inspection by any Member after reasonable notice;
- (k) designate depositories for Association funds, designate those officers, agents and employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;
- (l) establish late charges for failure to pay Assessments on a timely basis; and
- (m) establish and assess fines for non-compliance with Rules and Regulations adopted by the Association.

ARTICLE VIII - OFFICERS

1. Enumeration of Offices. The executive officers of the Association shall be elected by the Council, and shall be a President, Vice President, Secretary and Treasurer and such other officers and assistant officers as the needs of the Association may require. The President, Vice President and Secretary shall be natural persons of full age. The Treasurer, however, may be a corporation; but if a natural person, shall be of full age. The Council may secure the fidelity of any or all such officers by bond or otherwise.

2. Election of Officers. The election of officers shall take place at the first meeting of Council during the fiscal year.

3. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, but 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 1 of this Article.

4. Term. The officers of the Association shall be elected annually by the Council and shall each hold office for a term of one (1) year unless such officer shall sooner resign or shall be removed or otherwise disqualified to serve.

5. Duties. The officers shall have such authority and shall perform such duties as are provided by these Bylaws and as shall from time to time be prescribed by the Council. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Council, shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting. The President shall have general and active management of the affairs of the Association and shall see that all orders and resolutions of the Council are carried into effect, subject, however, to the right of the Council Members to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the Association. The President shall execute bonds, mortgages, leases, deeds and other written instruments and documents (if requiring a seal, under the seal of the Association). The President shall be EX-OFFICIO a member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President. The President shall execute, certify and record amendments to the Amended and Restated Declaration. The President shall have the power to sign checks and other documents on behalf of the Association, the Council or both with or without signatures of any other officers as may be determined by the Council. ◊

(b) Vice President. The Vice President, if any, shall act in all cases for and as the President in the latter's absence, inability or refusal to act, and shall perform such other duties as may be required from time to time by the Council.

(c) Secretary. The Secretary shall attend all sessions of the Council and all meetings of the Members and act as clerk thereof, and record all the votes of the Association and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Council when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Council, and shall perform such other duties as may be prescribed by the Council or President. The Secretary shall keep in safe custody the corporate seal of the Association, and when authorized by the Council, affix the same to any instrument requiring it. The Secretary shall execute, certify and record amendments to the Amended and Restated Declaration. The Secretary shall give or cause to be given all notices as required by law or the Association documents and shall keep or cause to be kept a record of the names and addresses of all Unit Owners and the voting list of all Unit Owners. The Secretary shall keep or cause to be kept the

register of holders of permitted mortgages as defined in the Amended and Restated Declaration. The Secretary shall also perform all duties and shall have such other powers as are ordinarily attributable to the Secretary of a corporation domiciled in Pennsylvania.

(d) Treasurer. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall keep the moneys of the Association in a separate account to the credit of the Association. The Treasurer shall disburse the funds of the Association as may be ordered by the Council, taking proper vouchers for such disbursements, and shall render to the President and Council Members, at the regular meetings of the Council or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Association. The Treasurer shall cause an annual audit, compilation or review of the Association books to be made by a public accountant at the completion of each fiscal year. The Treasurer shall deposit or cause to be deposited all Association funds in such depositories as the Council may direct. The Treasurer shall submit or cause to be submitted to the Council and the Association such reports thereof as the law, the Amended and Restated Declaration, the Council or the provisions herein may from time to time require. Such records shall include, without limitation, chronological listings of all receipts and expenditures, the amount of each regular and special assessment for Common Expense charges or other charges assessed against each Unit, the amounts paid and the amounts due on such assessments, and any other information necessary to insure compliance by the Association with the Uniform Planned Community Act. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Facilities and any other expenses incurred by the Association. The foregoing financial records shall be available for inspection at the Association's management office by Unit Owners during normal business hours. The Treasurer shall, within ten (10) days after a request therefore, provide any Unit Owner who intends to enter into a written agreement to sell a Unit with a written certificate containing such information as is necessary to enable a Unit Owner to comply with Section 5407(a) of the Uniform Planned Community Act. The Treasurer shall be responsible for billing each Unit Owner for such Unit Owner's share of Common Expenses as determined and assessed by Council. The Treasurer shall also perform such duties and shall have such other powers as are ordinarily attributable to the Treasurer of a corporation domiciled in Pennsylvania.

6. Delegation of Duties to a Manager. Certain specific duties of the Secretary and Treasurer of the Association may be designated by the Council to a manager designated by the Council as provided in Article XIX below.

7. Execution of Instruments. No note, mortgage, evidence of indebtedness, contract or other document, or any assignment or endorsement thereof, shall be binding upon the Association unless entered into on its behalf and signed by the President or a Vice-President of the Association and the Secretary or an Assistant Secretary or Treasurer or an Assistant Treasurer of the Association; provided, however, that the Council may authorize the manager, if any, or specified employees of the manager to execute checks and other documents without the signature of an Association officer, subject to such conditions and limitations as may from time to time be imposed by the Council.

ARTICLE IX - VACANCIES

1. If the office of any officer or agent, one or more, becomes vacant for any reason, the Council may choose a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred.
2. Any officer or agent may be removed from office with or without cause by the Council by an affirmative vote of the majority of the entire Council whenever in its judgment the best interests of the Association will be served thereby. Any officer may resign at any time giving written notice to the Council, 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 such resignation shall not be necessary to make it effective.
3. Vacancies in the Council, including the death, resignation or removal of a Council Member, shall, except as otherwise specifically provided at Article V, section 11(d) above, be filled by a majority of the remaining members of the Council, though less than a quorum, and each person so elected shall be a Council Member to serve for the unexpired term in respect of which such vacancy occurred.

ARTICLE X- BOOKS AND RECORDS

1. The Association shall keep minutes of the proceedings of the Members, the Council and any other body, and a membership register, giving the names and addresses of all Members and other details of the membership of each. The Association shall also keep appropriate, complete and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the Association in this Commonwealth or at its principal place of business wherever situated.
2. Every Member shall, upon written verified demand stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the membership register, books and records of account, and records of the proceedings of the Members, Council and any other body. The Amended and Restated Declaration and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. A proper purpose shall mean a purpose reasonably related to the interest of the person as a Member. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of the Member. The demand shall be directed to the Association at its registered office in this Commonwealth or at its principal place of business wherever situated.

ARTICLE XI -
MEMBERSHIP CERTIFICATES

Membership in the Association may be evidenced by certificates of membership, in which case they shall be in such form and style as the Council may determine. The fact that the Association is a nonprofit corporation shall be noted conspicuously on the face of each certificate. They shall be signed by the President and by the Secretary, and shall bear the corporate seal.

ARTICLE XII -
TRANSACTION OF BUSINESS

Whenever the lawful activities of the Association involve, among other things, the charging of fees or prices for its services or products, it shall have the right to receive such income and, in so doing, may make an incidental profit. All such incidental profits shall be applied to the maintenance and operation of the lawful activities of the Association, and in no case shall be divided or distributed in any manner whatsoever among the Members, Council Members or officers of the Association.

ARTICLE XIII - ANNUAL REPORT

1. Within sixty (60) days after the end of each calendar year, the Council shall present annually to the Members a report, verified by the President and Treasurer or by a majority of the Council Members, showing in appropriate detail the following:

(a) The assets and liabilities, including reserve funds, of the Association as of the end of the fiscal year immediately preceding the date of the report;

(b) The principal changes in assets and liabilities, including reserve funds, during the year immediately preceding the date of the report;

(c) The revenue or receipts of the Association, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each reserve fund held by or for the Association;

(d) The expenses or disbursements of the Association, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each reserve fund held by or for the Association; and

(e) The number of Members of the Association as of the date of the report, together with a statement of increase or decrease in such number during the year immediately preceding the date of the report, and a statement of the place where the names and addresses of the current Members may be found.

This report shall be filed with the minutes of the meeting of Members.

2. The expenses incurred as a result of compliance with this Article XIII shall be a Common Expense assessable against the Unit Owners in accordance with Article VIII of the Declaration.

ARTICLE XIV – BUDGETS

1. At least thirty (30) days prior to the beginning of each fiscal year, Council shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the forthcoming year (including, by way of illustration and not limitation, reserves, salaries, wages, payroll and other applicable taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other Common Expenses) as deemed necessary by the Council. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be shall also be taken into account.

2. By majority vote, the Council shall have the authority to make interim determinations adjusting or increasing the amount of any regular assessments for Common Expenses, and to levy and collect in addition thereto, special assessments for Common Expenses, in such amounts as the Council may deem proper, whenever the Council is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies.

3. Any annual or interim budget for Common Expenses prepared and adopted by the Council pursuant to these Amended Bylaws, or any capital expenditure approved at any time by the Council, may be rejected by Unit Owners entitled to cast at least seventy-five (75%) percent of the votes of all members of the Association at a special meeting called for such purpose within thirty (30) days of the meeting of the Council at which such measures were adopted. Upon rejection by the Unit Owners of any budget for Common Expenses, the Council shall cause to be prepared a revised budget which shall be presented to a special meeting of the Association called for such purpose within thirty (30) days from the date of such rejection. The revised budget so presented to the Unit Owners shall be deemed adopted by the Council at such special meeting unless rejected by Unit Owners entitled to cast at least eighty-five (85%) percent of the votes of all Members of the Association.

ARTICLE XV - NOTICES

1. Except as otherwise specifically provided herein, any notice required to be given to any person under these Bylaws shall be given to the person either personally or by sending a copy thereof:

(a) by first class or express mail, postage prepaid, or courier service, charges prepaid, to the postal address appearing on the books of the Association or, in the case of Council Members, supplied to the Association for the purpose of notice. Notice pursuant to this

subparagraph (a) shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to that person; or

(b) by facsimile transmission, e-mail or other electronic communication to the facsimile number or address for e-mail or other electronic communication supplied to the Association for the purpose of notice. Notice pursuant to this subparagraph (b) shall be deemed to have been given to the person entitled thereto when sent.

Delivery shall also be deemed to have been made when the notice is placed in the Member's mailbox. A certificate or affidavit by the Secretary or an Assistant Secretary shall be prima facie evidence of the giving of any notice required by these Bylaws. Except as may be otherwise specifically provided herein, when a special meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

2. The notice of any meeting of the Members shall specify the day and hour and place of the meeting and items on the agenda, including the general nature of any proposed amendments to the Amended and Restated Declaration and these Bylaws, any budget or Assessment changes, and any proposal to remove a Council Member.

3. Whenever any written notice is required to be given under the provisions of statute or by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except as otherwise required by statute, neither the business to be transacted at nor the purpose of a meeting need be specified in the waiver of notice of such meeting. In the case of a special meeting of Members, such waiver of notice shall specify the general nature of the business to be transacted. Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE XVI- MISCELLANEOUS PROVISIONS

1. The fiscal year of the Association shall begin on the first day of January in each year.

2. One or more persons may participate in a meeting of the Council or of the Members by means of conference telephone or other electronic technology by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

3. The provisions hereof shall be deemed independent and severable, and the invalidity, partial invalidity or unenforceability of any one provision or a portion hereof shall not affect the validity or enforceability of any other portion or portions hereof unless such deletion shall destroy the uniform plan for development and operation of the Property.

4. The headings introducing the text of the several sections of these Bylaws are solely for the convenience of reference and shall not constitute part of these Bylaws or affect their meaning in any way.

5. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons or entities may require.

ARTICLE XVII - LIABILITY AND INDEMNIFICATION

1. Council Members and Officers:

(a) shall not be liable to any Member, Unit Owner or other resident of the Property as a result of any actions taken or omitted to be taken in such capacities, for any mistake in judgment, negligence or otherwise, except for their willful misconduct or gross negligence;

(b) shall have no personal liability in contract to a Member or Unit Owner, or to any other person or entity, under any Agreement, instrument or transaction entered into or executed by them on behalf of the Association;

(c) shall have no personal liability, direct or imputed, to a Member or Unit Owner, or any other person or entity, by virtue of acts performed by themselves or by agents, employees or contractors employed or retained by them, on their behalf, in their official capacity, except for their own willful misconduct or gross negligence; and

(d) shall have no personal liability arising out of the use, misuse or condition of the Property or any part thereof, which might in any way be assessed or imputed to them as a result, or by virtue of, their capacities as such.

2. A Council Member of the Association shall stand in a fiduciary relation to the Association and shall perform duties as a Council Member, including duties as a member of any committee of the Council upon which such Council Member may serve, in good faith, in a manner reasonably believed to be in the best interests of the Association, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing duties, a Council Member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared by any of the following: (a) one or more officers or employees of the Association whom the Council Member reasonably believes to be reliable and competent in the matters presented; (b) counsel, public accountants or other persons as to matters which the Council Member reasonably believes to be within the professional or expert competence of such person; or (c) a committee of the Council upon which such Council Member does not serve, duly designated in accordance with law, as to matters within its designated authority, which the Council Member reasonably believes to merit confidence. A Council Member shall not be considered to be acting in good faith if such Council Member has knowledge concerning the matter in question that would cause reliance to be unwarranted. In discharging the duties of their respective positions, the

Council, committees of the Council and individual Council Members may, in considering the best interests of the Association, consider the effects of any action upon Members, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this section. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Council Member or any failure to take any action shall be presumed to be in the best interests of the Association. A Council Member of the Association shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless: (a) the Council Member has breached or failed to perform the duties of office under this section; or (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The provisions of this section shall not apply to: (a) the responsibility or liability of a Council Member pursuant to any criminal statute; or (b) the liability of a Council Member for the payment of taxes pursuant to Federal, state or local law.

3. The Association shall indemnify each of its Council Members, officers, employees and committee persons, whether or not then in service as such (and such party's executor, administrator and heirs), against all reasonable expenses actually and necessarily incurred in connection with the defense of any litigation to which the individual may have been a party because of being a Council Member, officer or employee of the Association. The individual shall have no right to reimbursement, however, in relation to matters as to which such party has been adjudged liable to the Association. The right to indemnity for expenses shall also apply to the expenses of suits which are compromised or settled if the court having jurisdiction of the matter shall approve such settlement. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to that which such Council Member, officer, employee or committee person may be entitled.

ARTICLE XVIII - ASSESSMENTS

As more fully provided in the Amended and Restated Declaration, each Member is obligated to pay to the Association annual and Special Assessments. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, or such earlier time as set by the Rules and Regulations adopted by the Association, if any, such penalties as adopted by the Council may be assessed, including interest from the date of delinquency at the rate as set forth in the Amended and Restated Declaration, and the Association is authorized to bring an action at law against the Unit Owner personally to pay the same and/or obtain a 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.

ARTICLE XIX – CONTRACTUAL POWERS

1. The Council and/or the officers of the Association may delegate duties required or permitted to be performed by the Amended and Restated Declaration and/or the act to one or more managing agents employed by the Council, subject to the costs of performing these duties being borne by the Association as part of the Common Expenses of the Community, including but not limited to:

(a) Collection of assessments due from Unit Owners and rents due from users or lessees of the Common Facilities or Units owned by the Association.

(b) Interviewing, hiring, paying, supervising and discharging the personnel necessary to maintain and operate the Common Facilities. If and when requested by the Council, the managing agent shall negotiate, on behalf of the Association, collective bargaining agreements with unions representing any of the foregoing persons.

(c) Maintenance of minute books of the Council and the Association, transmittal of notices of meetings of the Association or the Council, recordation of minutes of such meetings and maintenance of records required to be kept by the Council pursuant to the Amended and Restated Declaration.

(d) Preparation and filing with the appropriate body, in the name of the Association, of all forms, reports and returns required with respect to the Association's employees and the performance of all acts of an employer required by law with respect to the Association's employees.

(e) Collection of all charges, assessments or rents that may at any time become due to the Association, by way of legal process or by that action which may be required for the collection of delinquent assessments from the Owners or otherwise.

(f) Maintenance of the Common Facilities.

(g) Contracting with respect to the Property for a period of not more than two (2) years and incurring liabilities aggregating not more than Ten Thousand (\$10,000.00) Dollars and maturing not more than two (2) years from the creation thereof.

(h) Compliance with orders and requirements affecting the Property from any federal, state, county or municipal authority having jurisdiction thereover.

(i) Contracting for water, electricity, telephone, vermin extermination, trash and snow removal and other necessary services, or such of them as the Council may deem advisable.

(j) Placement of orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Common Facilities.

(k) Placement of and maintaining in effect all forms of insurance authorized by the Council.

(l) Disbursement of salaries or any other compensation due and payable to the employees of the Association, or to agents or independent contractors hired by or on behalf of the Association, and payment of any taxes, premiums for insurance or bonds carried by the Association and amounts specified for allocation to any reserve fund for replacements or any general operating fund.

(m) Providing Unit Owners and Mortgagees with copies of Community Documents and such notices to Unit Owners or Mortgagees, or both, as may be promulgated by the Council from time to time and enforcing the Rules and Regulations relating to the operation and use of the Common Facilities.

(n) Establishment and maintenance, in a matter than indicates the custodial nature thereof, of one or more separate accounts for the deposit of monies of the Association.

(o) Maintenance of all data, receipts and records necessary to allow the Association to comply with the requirements of Section 5315(g) and 5407 of the Uniform Planned Community Act and to provide further information upon request.

(p) Complying with the Council responsibilities to Permitted Mortgagees under Article XII of the Amended and Restated Declaration.

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

ARTICLE XX - AMENDMENTS

1. Except as otherwise provided by statute or (the Amended and Restated Declaration, and except for any provision relating to size and membership) of the Council, terms of office or applicable quorums, the Council shall have the authority to adopt, amend and repeal these Bylaws, subject to the power of the Members to change such action. The powers hereby conferred shall be exercised by a majority vote of the members in office of the Council, or by the vote of the Members entitled to cast at least a majority of the votes which all Members present are entitled to cast thereon, as the case may be, at any regular or special meeting duly convened after notice to the Members or Council Members of that purpose.

2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Amended and Restated Declaration and these Bylaws, the Amended and Restated Declaration shall control.

3. Subject to the provisions of the Community Documents, and the Uniform Planned Community Act, these Amended Bylaws may be amended by the Council without the approval of the Unit Owners or holders of Permitted Mortgages if, in its judgment, such amendment is necessary to cure any ambiguity or to correct or supplement any provision of herein which is defective or inconsistent with any other provision hereof or with the other Community Documents or the Uniform Planned Community Act, or to change, correct or supplement anything appearing or failing to appear herein which is incorrect, defective or similarly inconsistent, or, to the extent permitted by law, if such amendment is necessary to conform to the requirements of the Veterans Administration, Housing and Urban Development, Federal National Mortgage Association, or the Federal Home Law Mortgage Corporation with respect to planned community projects, provided that the Council shall not promulgate any corrective amendment hereunder unless and until it

receives an opinion from independent counsel to the effect that the proposed amendment is permitted by terms of this Section 3.

4. Each amendment of the type described in this Article XX shall be effective upon execution of an appropriate instrument by the President, which instrument shall be certified by the Secretary as having been duly adopted.

ARTICLE XXI – SEVERABILITY; CONFLICTS

1. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the planned community project which the Community Documents are intended to create.

2. Conflicts. The Uniform Planned Community Act and the Amended and Restated Declaration shall control, in the case of any conflict between the provisions thereof and the provisions of these Amended Bylaws. The Uniform Planned Community Act, the Amended and Restated Declaration and these Amended Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of the Community Rules and Regulations.

3. Interpretation. The provisions of these Amended Bylaws shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned community project. The table of contents, if any, and the captions are intended solely for the convenience of the readers thereof and shall not be deemed relevant in the construction of this instrument.

ARTICLE XXII - ADOPTION OF BYLAWS AND RECORD OF AMENDMENTS THERETO

1. Adoption. These Bylaws have been adopted as the Bylaws of the Association as of the ____ day of _____, 20____, and shall be effective as of said date. These Amended and Restated Bylaws shall supersede and replace in their entirety any former Bylaws previously adopted by the Association.

2. Amendments to Bylaws:

<u>Section Amended</u>	<u>Date Amended</u>	<u>Adopted By</u>
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