

**WYNDHAM HILLS PROPERTY OWNERS' ASSOCIATION
BY-LAWS**

ARTICLE I

NAME AND LOCATION

SECTION 1 - The name of the corporation shall be The Wyndham Hills Property Owners' Association, with offices located at the address of the Association's sitting Secretary who shall reside in the Wyndham Hills Development, Spring Garden Township, York, Pennsylvania, 17403, (hereinafter referred to as "WHPOA").

ARTICLE II

PURPOSES

SECTION 1 - The primary purpose of WHPOA shall be to promote and maintain the quality of life in the development in Spring Garden Township, York County, Pennsylvania, known as Wyndham Hills, and to that end to enforce the Restrictive Covenants applicable to all property owners in said development, except the ninety-seven (97) acres conveyed by Wyndham Hills Liquidating Trust to Commercial Development, Inc., (hereinafter referred to as the "97 Acre Tract"), said restrictions being fully set forth in the Deed from Adam J. Glossbrenner to Wyndham Hills Corporation, dated October 2, 1931, and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Record Book 25-A, Page 535, (hereinafter referred to as the "Glossbrenner Restrictions"). The Association is to establish guidelines which will assure both prospective and current residents that Wyndham Hills will remain a prestigious, harmonious and truly beautiful environment in which to live.

ARTICLE III

MEMBERS AND MEETINGS

SECTION 1 - The membership of WHPOA shall consist of those owners of lots in Wyndham Hills, (other than the 97 Acre Tract), who shall apply for membership from time to time in accordance with these By-Laws, pay their dues and assessments, and maintain said membership in good standing in accordance with these By-Laws as they may be amended from time to time.

SECTION 2 - Every person who owns real estate in Wyndham Hills, (other than the 97 Acre Tract), shall be eligible for membership in WHPOA. It shall be the responsibility of such persons to apply for membership on an application form to be prepared by the Board of Directors, and the responsibility of the Secretary of WHPOA to solicit such memberships. The Secretary will enter the names and addresses of all members on the membership records of WHPOA.

SECTION 3 - The annual dues for all members and any assessments as may be deemed necessary by the Board of Directors shall be as fixed from time to time by vote of the Board.

SECTION 4 - On or before October 1 of each year, the annual dues statement for the succeeding year shall be mailed to all property owners in the development. Any members whose dues are not received within sixty (60) days of the billing shall be automatically removed from membership and reinstated only upon payment of all unpaid dues, together with a reinstatement fee of Fifty (\$50.00) Dollars. Qualifying new members approved for membership after the beginning of a fiscal year shall be mailed a dues statement for that membership year which shall be prorated for the balance of the remaining year and due and payable within thirty (30) days.

SECTION 5 - All meetings of members shall be held at the principal office of WHPOA, or at such other place as may be specified in the call of the meeting.

SECTION 6 - The Secretary shall give notice of the time and place of meetings of the members by mailing notice to all members at least ten (10) days prior to the date of the meeting. The annual dues statement and any election information may be sent with the annual meeting notice.

SECTION 7 - A majority of those attending, but not less than ten (10) members, shall constitute a quorum for the transaction of business at any annual or special meeting of the members. If no quorum be present, a lesser number may adjourn from time to time until a quorum be present.

SECTION 8 - Members may vote at the meeting in person only. No member shall be entitled to assign his right to vote, by Power-of-Attorney, proxy or otherwise, and no vote shall be valid unless cast in person by the individual member, provided, however: (a) that in the case that two or more members own or hold land as tenants by the entireties, joint tenants, tenants in common or any other manner of joint or common ownership or interest, any one such member may assign in writing his right to vote, by Power-of-Attorney, proxy or otherwise, to any other such member, provided, however, that such member shall collectively be entitled to only one (1) vote relative to such land; and (b) that members unable to attend a meeting in which Directors of the Association are to be elected or at which a vote is to be taken with respect to any assessment to be levied upon the members of the Association shall be entitled to file a written vote under the following procedure: by sending a written letter addressed to the person then serving as Secretary of the Association, (or if there be no Secretary, then to the Board of Directors of the Association), naming the individual or individuals for whom he casts his vote for Directors of the Association or casting his vote for or against the assessment in question, as the case may be. If such letter is received by the Secretary, (or by the Board of Directors), on or before the day of the meeting, the ballot embodied in the letter shall have the same force and effect as if the party sending the same had voted in person. Land owners shall be charged one membership fee and be entitled

to one vote per residence owned in the development or, if only unimproved land is owned, shall be charged one membership fee and be entitled to one vote for their combined land holdings in the development. When any such land is owned or held by more than one member as tenants by the entireties, in joint tenancy in common or any other manner of joinder, common ownership or interest, such member shall collectively be entitled to only one vote relative to such land, and if such members cannot jointly agree as to how that vote is to be cast, no vote shall be allowed with respect to such land, but if a vote is cast, that vote will be final and binding with respect to such land, regardless of the disagreement between the common owners, and counted by the Association, the Association has no liability for counting such a vote. Any member who fails to pay any special assessment levied by the Association shall not be entitled to vote during any period in which any such assessment is delinquent and unpaid.

SECTION 9 - The annual meeting of the members for the election of officers and Directors and the transaction of general business shall be held the second Monday of December of each and every year.

SECTION 10 - Special meetings shall be called by the Secretary upon the direction of the President or upon written request of fifteen (15) members or one-third (1/3) of the members entitled to vote, whichever is less. Notice of any special meeting shall specify the purpose thereof. Notice of any special meeting shall be given to all members at least five (5) days prior to the meeting.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1 - Number of Members. The Board of Directors of WHPOA shall consist of eight (8) members of the Association in good standing, elected annually as hereinafter provided.

SECTION 2 - Original Members of the Board. The eight initial members of the Board shall be:

Lester W. Bentz, Jr.
Frances Carew
Jack W. DeRoche
Fred C. Fay
Beverly LePage
Margaret Paules
Richard D. Poole
Alfred H. Walbrecker

At the first meeting of the Board, these Directors shall draw lots to determine which three of them shall hold office for three years, which two shall hold office for two years, and which three shall hold office for one year. Thereafter, the members of the

Board standing for full election to full terms shall be elected as hereinafter provided for terms of three years. Should a member of the Board serve two consecutive full three-year terms, he or she shall not be eligible to succeed himself or herself.

SECTION 3 - Elections. The Board shall be elected by those members in good standing as of October 1 of each year, by secret ballot which shall contain the names of those nominated as hereinafter provided, as well as blank spaces for writing in additional names, which ballot shall be mailed to all members of the Association.

SECTION 4 - Nominations. The President of the Association shall appoint a Nominating Committee consisting of three members, which Committee shall include the current President of the Association, an immediate past president, if one is available, or otherwise another member of the Board of Directors, and a member of the Association who has not been a member of the Board. The Nominating Committee shall nominate as many as candidates for the full terms, and for unexpired terms, if any, as there are Directors to be chosen, and shall submit a written report to the members advising them of the members who have been nominated. Additional nominations may be made by petition to the Nominating Committee signed by at least twenty (20) members of the Association. Such a petition must be delivered to the Association office within ten (10) days after the report of the Nominating Committee has been mailed. Members shall have the right to vote for members not so nominated by writing in the names of their choice on the ballots.

SECTION 5 - Election Procedure. The ballots shall be received by mail, opened and tallied by the Board, or a committee of them, prior to the annual meeting, and the report thereof made to the members at the annual meeting. The candidates receiving the highest number of votes shall be elected and shall hold office until their successors have been elected. In the event that two or more candidates receive the same number of votes for one position on the Board, the tie shall be broken by secret ballot at the annual meeting.

SECTION 6 - Vacancies. If the office of any Director shall become vacant by reason of death, resignation, disability or otherwise, the remaining members of the Board may elect a member of the Board to fill the vacancy so called until the next annual meeting of the Association, when a successor shall be elected to fill the remainder of the unexpired original term.

SECTION 7 - Meetings and Quorums. The Board shall meet at least semi-annually at such hours and places as the Board shall designate. A quorum shall consist of four (4) members of the Board.

SECTION 8 - Special Meetings. Special meetings of the Board may be called at any time by the President on five (5) hours'

notice and may also be called by three (3) members of the Board on three (3) days' notice.

SECTION 9 - Powers. The Board shall have and exercise all the powers and authorities granted by law to this Association, except such as required by the law of the Commonwealth of Pennsylvania and with these By-Laws to be exercised by the members.

A. The Board may levy one or more special assessments uniformly upon each and every lot, (determined in the same manner as voting rights are determined in Article II, Section 8 herein), for the purpose of:

(1) Extinguishing violations of the restrictions and criteria and rules of the Architectural Committee.

(2) Indemnifying Directors and Officers of the Association and such other persons as the Board shall from time to time deem necessary to indemnify in the best interest of the Association.

(3) Purchasing insurance for indemnification of those mentioned in paragraph (2) above, and liability and property insurance for any Common Area or Common Area Facilities.

(4) For any other purpose which contributes to the general health, safety, welfare or enjoyment of the members; PROVIDED THAT special assessments under (1) and (4) above which exceed more than \$100.00 per lot, (determined as above), in any year shall have the assent of the majority of the votes of all members who are in attendance at a meeting called for such purpose, (or vote by absentee ballot or otherwise in accordance with the By-Laws), and who are entitled to vote. Written notice of the meeting shall be sent to all members at least thirty (30) days in advance, setting forth the purpose of such meeting. The due date and terms of any such special assessment shall be fixed in the Resolution authorizing such assessment.

B. The Board at any time may hire such outside advisors as its deems necessary to fulfill the functions of the Association, such as attorneys, accountants, architects, engineers and pay from the Association funds the reasonable cost of their services and expenses.

SECTION 10 - Misconduct or Neglect of Duty. A member of the Board may be removed from office for misconduct or neglect of duty by a majority vote of the members of the Association present at any special meeting called for this purpose.

ARTICLE V

OFFICERS

SECTION 1 - The officers of WHPOA shall be a President, Secretary and Treasurer and such Vice-Presidents, Assistant Secretaries and Treasurers, as the Board shall from time to time appoint. The offices of Secretary and Treasurer can be held by one individual.

SECTION 2 - The President shall be a member of the Board of Directors. The President shall sit on the Board of Directors as its chairperson for the fiscal year following his or her election. The Secretary and the Treasurer shall be chosen by the President, subject to approval by the Board of Directors and shall be approved by the Board each fiscal year. Neither the Secretary or the Treasurer need be a voting member of the Board of Directors, but each shall attend all Board meetings and the annual meeting. All officers shall serve in such positions for one year terms.

SECTION 3 - The President shall preside at the annual meeting of the WHPOA and shall conduct said meetings in accord with the rules of Robert's Rules of Order. In the absence of the President, the designated Vice-President, if any, shall preside and, if none, a Board member selected by a quorum of the remaining Board of Directors shall preside.

SECTION 4 - The Secretary shall preserve a record of all meetings of the WHPOA and of the Board of Directors in a suitable book; shall notify the members and Directors of all meetings; have charge of the corporate seal and of the books and papers of the WHPOA; and perform all duties customary and incident to the Office of the Secretary of like Associations.

SECTION 5 - The Treasurer shall have charge of the funds of the WHPOA, shall make reports of receipts and disbursements in form and manner as the Board of Directors may desire and shall render a detailed statement at the annual meeting of the WHPOA. The Treasurer shall give bond with corporate surety in such amount as shall be fixed by the Board of Directors, if so requested.

SECTION 6 - Any vacancy in the Office of the President or other officers' positions shall be filled by the Board of Directors for the unexpired term of such officer. A vacancy is a death, resignation or inability to serve in the capacity as an officer of WHPOA.

ARTICLE VI

COMMITTEES

SECTION 1 - There shall be such committees of the Association as the Board may from time to time create. The members of all committees shall be appointed by the President, with the approval of the Board. All committees shall perform such duties as the Board shall assign.

SECTION 2 - The Board shall appoint a three-person Architectural Committee, at least one of which shall not be a Board member, officer or voting member of the Association and shall have training in architecture or related disciplines. This Architectural Committee shall evaluate the appropriateness of proposed structures and grading - not only with regard to the particular lot and house in question, but also as they relate to the community as a whole. The Architectural Committee will decide whether the proposed structures and grading satisfy the established criteria and will approve only those plans which will enhance the beauty and quality of Wyndham Hills. The Architectural Committee will not unreasonably withhold its approval and will suggest ways in which the proposed improvements may be modified so that they comply with the design criteria and harmonize with the community. The Architectural Committee will develop procedures, criteria and costs for any submittal and review processes required which shall be approved by the Board of Directors of the Association and follow where practicable, the intent of the covenants and the purposes of this Association. Interpretation of the provisions of the criteria established is solely the responsibility of the Architectural Committee and shall be resolved by majority vote of that Committee.

A. Any member of the Architectural Committee who:

(1) is seeking approval from the Committee; or

(2) is related by blood or marriage, to a person so situated under the aforementioned;

is deemed to have a conflict of interest and shall not encumber or in any way participate in the Committee's review, approval or disapproval of a plan or any inspection or enforcement action.

ARTICLE VII

FINANCES

SECTION 1 - Fiscal Year. The fiscal year of the WHPOA shall end on the 31st day of December and all financial statements and reports shall be made up to and including that date.

SECTION 2- Board Authority. The financial obligations of the WHPOA, except such as are incurred in the routine performance

of its affairs, shall be incurred only by the authority of the Board.

SECTION 3 - Required Signatures. All notes and other evidence of indebtedness of the WHPOA shall be signed by either the President or Vice President and shall be countersigned by the Treasurer or Secretary.

SECTION 4 - Withdrawal of Funds. Money on deposit to the credit of the WHPOA shall be withdrawn, unless otherwise specifically ordered by the Board, only by check signed by any two of the following: President or a Vice-President and a Treasurer, or Secretary or their assistants, or such other personnel as may from time to time be approved by the Board.

SECTION 5 - Actions Requiring Membership Approval. The WHPOA shall not borrow money, except for current expenses which must be repaid within one year and shall not purchase real estate, sell, lease or otherwise dispose of its real estate or any part thereof, or mortgage the same, or assess owners of property more than One Hundred (\$100.00) Dollars for a specific incidence of indemnification, unless and until resolution authorizing the same shall have been approved by a majority vote of the actual cast votes of the members of the WHPOA as cast at a regular or special meeting duly convened upon proper notice for this purpose. This By-Law may not be suspended, altered, amended or rescinded except by a majority vote of the members of the WHPOA as cast at a regular or special meeting duly convened upon proper notice of this purpose.

ARTICLE VIII

THE GLOSSBRENNER RESTRICTIONS

SECTION 1 - The Board, and the officers of the Board subject to the approval of the Board, shall have full power and authority to enforce the applicable Glossbrenner Restrictions as to all property within the development known as Wyndham Hills, (except the 97 Acre Tract), pursuant to the assignment of that authority to this Association by instrument executed by the Trustees of the Wyndham Hills Liquidating Trust.

SECTION 2 - Complaints. Any member of the WHPOA shall have the right and responsibility to advise the Board or the officers of the Board of any problem that he or she perceives with respect to compliance by all property owners of Wyndham Hills, (except the 97 Acre Tract), with the Glossbrenner Restrictions. A representative of the Board shall investigate all written complaints and bring this matter to the attention of the Board who shall determine an appropriate course of action. The Board shall advise the member who brought the matter to the Board's attention of its decision with respect to the matter raised.

ARTICLE IX

DIRECTOR LIABILITY

SECTION 1 - Subject to the limitations hereinafter set forth, the WHPOA may indemnify each Director, officer or employee of the WHPOA or of any organization that he is serving as a Director, officer or employee at the request of the WHPOA and his heirs, executors or administrators, to the full extent permitted by law, against all judgments, fines and liabilities, and/or reimburse him for all reasonable expense, (including, but not limited to, court costs, attorneys' fees and any amount paid in any settlement), which judgments, fines and liabilities and expenses were incurred or expended in connection with any claim, suit, action or proceedings, whether civil, criminal, administrative or investigative, and whether or not the indemnified liability arises or arose from any action by or in anything he may have done or omitted to do as a Director, officer or employee of the WHPOA or of any organization that he may have served as a Director, officer or employee at the request of the WHPOA, but such indemnification and/or reimbursement can be made only if a Determination is made as hereinafter provided that such indemnification and/or reimbursement should be made. Such indemnification and/or reimbursement shall not impair any other right any such person may have. Said indemnification and/or reimbursement can be made only if a Determination has been made, with the advice of counsel of the WHPOA, by members of the Board of Directors not involved in the claim proceeding, or by a disinterested person or persons named by said members of the Board of Directors not involved in the claim or proceeding, or by independent legal counsel in a written opinion: (1) that the Director, officer or employee acted or failed to act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, there is no reasonable cause to believe his conduct was unlawful, and (2) that the amount of the proposed indemnification and/or reimbursement is reasonable, and (3) that the proposed indemnification and/or reimbursement is just and proper and can be legally made by the Association under then existing law, and (4) that the indemnification and/or reimbursement shall be made by the Association in an amount stated in the Determination. The indemnification provided for herein shall be available so long as the act or failure to act giving rise to the claim for indemnification is not determined by a court to have constituted willful misconduct or recklessness. The Association shall have the power to buy and maintain insurance and establish and fund a self-insurance indemnification reserve fund on behalf of the Directors, officers and employees of the Association and a person serving at the request of the Association as a Director, officer or employee of another organization, against liability incurred in any such capacity, or arising out of his status as such. The invalidity of any portion of this Article shall not affect the validity of the remainder hereof. The WHPOA shall specifically

have the power to assess each combined owner of property in this covered section of Wyndham Hills up to One Hundred (\$100.00) Dollars per incident of approved indemnification. Any expenditures per incident beyond this amount must be approved by a majority vote of the cast votes of the members entitled to vote at the time.

ARTICLE X

SPECIAL ASSESSMENTS

Failure to Pay Special Assessment

If special assessments are not paid by the date when due, then such assessment shall become delinquent. The special assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, becomes a continuing lien upon the lot which shall bind such property in the hands of the owner, his/her heirs, personal representatives, successors and assigns. The personal obligations of the then owner to pay such assessment, however, shall remain his/her personal obligation for the statutory period and shall not pass to his/her successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a per annum rate equal to the "prime rate," (as hereinafter defined), as the same may be adjusted quarterly thereafter, plus two (2%) percent; the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the owners' lot/lots, and there shall be added to the amount of such assessment the cost of preparing, filing such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action. As used herein, the term "prime rate" shall be deemed to refer to the prime rate identified from day to day in The Wall Street Journal under "Money Rates" as being "the base rate on corporate loans to large U.S. money center commercial banks" or, if such rate is discontinued, such other comparable rate as the Board may determine.

ARTICLE XI

RIGHT TO ASSIGN

WHPOA shall be empowered to assign its rights hereunder to any successor, non-profit membership corporation, (hereinafter referred to as the "Successor Corporation"), and, upon such assignment, the Successor Corporation shall have all of the rights and be subject to all of the duties of the Association hereunder and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the Successor Corporation had been the original party instead of the

Association and all references herein to the "Board" shall refer to the Board of Directors of such Successor Corporation. Any such assignment shall be accepted by the Successor Corporation under a written agreement pursuant to which the Successor Corporation expressly assumes all duties and WHPOA shall cease to exist. If for any reason the WHPOA shall cease to exist without having first assigned its rights hereunder to a Successor Corporation, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any owner may petition to a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a non-profit membership corporation and assigning the rights of the Association hereunder with the same force and effect and subject to the same conditions, as provided in this Article, with respect to an assignment and delegation by the WHPOA to a Successor Corporation.

ARTICLE XII

ANNUAL REPORTS

There shall be prepared annually by the Secretary and Treasurer a full and complete statement of the affairs of the Association, including a balance sheet and financial statement of operations for the preceding calendar year, which shall be submitted at the next annual meeting of the members and filed within twenty (20) days thereafter at the principal office of the Association.

ARTICLE III

AMENDMENTS

Except as otherwise provided in Article VII, Section 5, these By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the Board of Directors at any regular or special meeting, the notice of which shall state the proposed amendment of the By-Laws as one of the purposes of the meeting, but any By-Laws or change in By-Laws adopted by the Board may be altered, amended or repealed by a majority of the votes cast by the members at any regular meeting or any special meeting provided that notice of such proposed alteration, amendment or repeal shall have been given in the notice of the meeting. Amendments to By-Laws made by the Board shall become effective fifteen (15) days after notice of the same has been submitted to the membership at large in good standing.