

BY-LAWS OF THE DARLINGTON VALLEY HOMEOWNERS ASSOCIATION, INC.

A PENNSYLVANIA NON-PROFIT CORPORATION

Article I

Name and Location

The name of the Corporation is the Darlington Valley Homeowners Association, Inc. (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 613 Darlington Road, Media, Pennsylvania 19063, but meetings of members and directors may be held at such places as may be designated by the board of directors.

Article II

Definitions and Interpretations

1. Definitions. Unless it is plainly evident from the context that a different meaning is intended, the terms used herein shall have the same meanings as provided in the Declaration of Restrictions, Covenants and Easements of Darlington Valley, Middletown Township, Delaware County, Pennsylvania (hereinafter referred to as the "Declaration").

2. Interpretations. In the event of a conflict of interpretation between the provisions set forth in these By-Laws and the Declaration, the Declaration shall govern. In the event of a conflict of interpretation between the provisions set forth in these By-Laws and the Articles of Incorporation of the Association, the Articles of Incorporation shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the Declaration and these By-Laws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona fide, non-profit entity.

Article III

Membership

1. Membership. Each owner of a lot, including a Declarant and contract sellers, shall be a member in the Association, subject to the terms of the Declaration. However, if there is more than one owner of a lot, such owners shall nevertheless be collectively entitled to only one vote in any election or other action of the membership of the Association. Membership in the Association shall be appurtenant to each lot and transfer of title to each lot shall

automatically transfer membership in the Association to the transferee or transferees without the necessity of the delivery of any document. No owner shall have more than one membership. Membership in the Association shall not be separated from ownership of any lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of the lot shall be the sole qualification for membership.

2. Voting rights. Voting rights in the Association shall be allocated among the members pursuant to Article V of the Declaration.

3. Suspension of membership. During any period in which a member shall be in default in the payment of any annual, special, restoration or delinquency assessment levied by the Association, the voting rights of the member may be suspended by the board of directors until the assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 60 days, for violation of any rules and regulations established by the board of directors governing the use of the common areas and facilities.

Article IV

Property Rights: Rights of Enjoyment

Each member shall be entitled to the use and enjoyment of the common areas and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common areas and facilities to the members of his family, his tenants or contract purchasers, who reside on the property and his guests or invitees. The member shall notify the secretary in writing of the name of any tenant or contract purchaser. The rights and privileges of the delegee are subject to suspension to the same extent as those of the member.

Article V

Board of Directors: Selection: Term of Office

1. Number. The affairs of this Association shall be managed by a board of three directors, who need not be members of the Association.

2. Election. At the first annual meeting the members shall elect one director for a term of one year and two directors for a term of two years; and at each annual meeting thereafter the members shall elect directors for a term of two years.

3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

5. Action taken without a meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article VI

Meetings of Directors

1. Regular meetings. Regular meetings of the board of directors shall be held annually without notice, at a place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. Special meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or by any two directors, after not less than five (5) day's notice to each director.

3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

4. Conference telephone. One or more directors may participate in a meeting of the board of directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, provided that notice of such telephonic meeting is given in the same manner as for other meetings of the board of directors and that all interested directors are afforded an opportunity to participate. -

5. Informal action. Any action which may be taken at a meeting of the board of directors may be taken without a meeting by means of a consent or consents in writing, setting forth the action so taken, which consent or consents shall be signed by all of the directors who would be entitled to vote at a meeting for such purpose and shall be filed with the secretary of the Association.

Article VII

Nomination and Election of Directors

1. Nomination. Nomination for election to the board of directors shall be made by the members from the floor at the annual meeting. The nominations may be made from among members or nonmembers.

2. Election. Election to the board of directors shall be by secret written ballot. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VIII

Power and Duties of the Board of Directors

1. Powers. The board of directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) 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 By-Laws, the Articles of Incorporation, or the Declaration, including, but not limited to, the architectural control requirements set forth in the Declaration;

(c) declare the office of a member of the board of directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the board of directors; and

(d) employ a manager, an independent contractor, or other employees as they deem necessary, and to prescribe their duties.

2. Duties. It shall be the duty of the board of directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when the statement is requested in writing by one-fourth of the members who are entitled to vote;

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

(c) as more fully provided herein, and in the Declaration, to:

(i) fix the amount of the annual general assessment (which may be payable in monthly, quarterly or annual installments as the board of directors may determine from time to time) against each lot at least thirty (30) days before the first installment of annual assessments is due for a fiscal year, as hereinafter provided in Article XII; and

(ii) send written notice of each assessment to every owner subject thereto at least ten (10) days before the first installment of annual general assessment is due for a fiscal year, provided, however, that if no such notice is sent then the owner of each lot shall pay, without notice, until the notice is received, the periodic installment in effect at the time the previous installment was due;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate stating whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, it shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the common areas to be maintained; and

(h) to pay all taxes and assessments levied or assessed against any property that may be owned by the Association exclusive of any taxes or assessments levied against any owner or otherwise properly chargeable to the owner.

3. Authorization for transactions. The Association shall not purchase, mortgage, lease away, or otherwise dispose of its real estate unless authorized at a meeting of the members by the owners casting two-thirds of the votes held by all owners; provided, however, that if and when required by binding agreement of the Declarant with the Township of Middletown the board of directors shall have the authority to dedicate the street rights-of-way to the Township.

Article IX

Committees

1. The board of directors may appoint committees as deemed appropriate in carrying out its purposes.
2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of the complaints as it deems appropriate or refer them to any other committee, director or officer of the Association as is further concerned with the matter presented.

Article X

Meetings of Members

1. Annual meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent annual meeting of the members shall be held on the day and at the time of day designated by the board of directors by giving at least thirty (30) days prior written notice to the members; so long as a period of 365 consecutive days does not elapse without the holding of an annual meeting.
2. Special meetings. Special meetings of the members may be called at any time by the president or by the board of directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the entire membership.
3. Notice of meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least thirty (30) days before the meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.
4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. If, at the meeting held following the second adjournment, a quorum is not present then the business of the meeting may be conducted by the members present in person or by proxy.

5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

6. Record date. The board of directors may fix a time, not more than seventy (70) days prior to the date of any meeting of the members or any adjournment thereof, as a record date for the determination of the members entitled to notice of, or to vote at, any such meeting. In such case, only members of record on the day so fixed shall so be entitled notwithstanding any increase or other change in membership. If no record date is fixed by the board of directors for voting or other purposes:

(a) The record date for determining members entitled to notice of or to vote at a meeting of members shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining members entitled to express consent or dissent to corporate action in writing without a meeting, when no prior action by the board of directors or other body is necessary, shall be the day on which the first written consent or dissent is expressed.

(c) The record date for determining members for any other purpose shall be at the close of business on the day on which the board of directors or other body adopts the resolution relating thereto.

7. Conference telephone. One or more members may participate in a meeting of the members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, provided that notice of such telephonic meeting is given in the same manner as for other meetings of the members and that all interested members are afforded an opportunity to participate.

8. Informal action. Any action which may be taken at a meeting of the members may be taken without a meeting by means of a consent or consents in writing, setting forth the action so taken, which consent or consents shall be signed by all 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.

Article XI

Officers and Their Duties

1. Enumeration of officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the board of directors, a secretary, and a

treasurer, and other officers as the board may from time to time by resolution create.

2. Election of officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

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

4. Special appointments. The board may elect other officers as the affairs of the Association may require, each of whom shall hold office for a period, have the authority, and perform any duties as the board may, from time to time, determine.

5. Resignation and removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. The resignation shall take effect on the date of receipt of the 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.

6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to the vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to section 4 of this article.

8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the board of directors; see that orders and resolutions of the board are carried out; sign all written instruments and cosign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and exercise and discharge any other duties as may be required of him by the board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the board and of the members; keep appropriate current record showing the members of the Association together with their addresses, and perform any other duties as required by the board.

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

Article XII

Assessments

1. Creation of the lien and personal obligation of assessments. Pursuant to Article VI of the Declaration each owner, by acceptance of a deed for such owner's lot, whether or not it shall be so expressed in such deed, including any purchaser at a judicial sale or heir or devisee of a deceased owner, is deemed to covenant and agree to pay to the Association, in the manner provided herein and in the Declaration, such annual general, special, delinquency, and restoration assessments as are established in the manner provided herein and in the Declaration. The annual general, special, delinquency and restoration assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

2. Commencement of assessments. Annual general assessments shall commence immediately upon conveyance of the Lot from Developer to Owner and special, restoration and delinquency assessments may be levied at any time thereafter. In addition to the foregoing, each person other than a Developer (by succession or assignment) shall pay, at the time of conveyance of the lot to such person by a Developer, a sum fixed by Developer as a non-refundable contribution to a fund to be maintained by the Association for initial working capital and capital reserves of the Association.

3. Lien for assessments. All assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall, from and after the date due until the date paid, be a charge and continuing lien upon the lot and unit against which each such assessment is made. Each assessment, together with interest and costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person or persons who were the owner or owners of a lot at the time when the assessment became due and shall also be the personal obligation of such person or persons respective heirs, successors and assigns. Successors in title to a lot shall be jointly and severally liable with the prior owner for any unpaid assessments and charges, without regard to the right of such successors to recover from the prior owner the amounts paid by such successors for assessments and charges.

4. No waiver of assessments. No owner of any lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or

abandonment of such owner's lot.

5. Method of assessment. The board shall fix and collect the actual amount of the assessments as provided hereinafter and set the date or dates such assessments shall become due. All annual general and special assessments shall be fixed at a uniform rate for all lots, regardless of whether a unit is constructed thereon or the size or number of residents of any unit.

6. Types of assessments.

(a) Annual general assessment. The Association may levy against the lots an annual general assessment to be used exclusively to promote the health, safety and welfare of the owners and other occupants and the value of the property and in particular: (i) for the payment of taxes and insurance on the common areas and facilities and related personal property and fixtures, if any; (ii) to improve, maintain, insure, lease and operate the sidewalks and common areas and facilities and related personal property and fixtures, if any; (iii) for the funding of appropriate reserves for future repair and replacement of any improvements which are a part of the common areas or sidewalks; (iv) to maintain such other insurance required or permitted; and (v) to fund such additional costs and expenses referred to in the Declaration or otherwise related to the common areas or the Property and deemed by the board to be necessary or appropriate.

By a vote of a majority of the directors present, the board shall fix the annual general assessment in an amount estimated to be sufficient to meet the obligations imposed by the Declaration for the applicable fiscal year. In the event an annual general assessment fixed by the board is deemed by the board to be either insufficient or excessive at a later time but prior to commencement of annual general assessments for the succeeding fiscal year, the board may, by a vote of two-thirds (2/3) of the directors present at a meeting properly held under these By-Laws, increase or decrease the annual general assessment and provide for correspondingly increased or decreased installment payments or supplement payments for the duration of the fiscal year. In the event the board fails to fix an annual general assessment for any fiscal year, then the annual general assessment established for the prior year shall be continued automatically until such time as the board acts. The annual general assessment shall be payable in monthly or quarterly installments if required by the board.

(b) Special assessments. The Association may levy special assessments against the lots and units for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas and the fixtures, equipment and personal property related thereto, or the cost of any other work to be done on the common areas, provided that any such assessment first shall be approved in writing or by affirmative vote of two-thirds (2/3) of the voting members present at a meeting of members properly held under these By-Laws.

(c) Restoration assessment. The Association may levy a restoration assessment upon any lot and unit whose owner fails to repair and maintain such lot or the unit located

thereon. Restoration assessments shall be limited to the amount necessary to meet the cost of restoration, the cost of collection of the assessment (including attorneys' fees and court costs), and all other costs associated with the restoration.

(d) Delinquency assessment. The Association may levy a delinquency assessment against any owner who demonstrates a chronic or deliberate disregard for any of the rules and regulations adopted by the board or for any restrictions or covenants set forth in the Declaration or these By-Laws, their enforcement, if applicable, against the occupants or their guests and invitees. Such delinquency assessments shall be levied only by majority vote of the board, shall require that notice of intent to make the levy and an opportunity to cure default or defaults be sent to and afforded the owner at least ten (10) days prior to the levy, shall not exceed five percent (5%) of the then current general annual assessment per day, shall be construed not as a penalty but rather as compensation for the extra time, trouble and expense connected with enforcing such rules, regulations, restrictions and covenants against persons who chronically or deliberately disregard the same.

7. Effect of nonpayment of assessments and remedies of the Association. Any assessment installment not paid within ten (10) days after the date when due shall be delinquent. Thereupon, the Association shall provide notice of such delinquency and may, at any time thereafter:

- (a) declare the entire balance of such assessment due and payable in full;
- (b) charge a late fee in an amount or interest at a rate to be set by the board and entered in the book of resolutions;
- (c) give registered or certified notice to the owner that in the event payment with accrued charges is not made within ten (10) days from the date of such notice the Association may secure all legal remedies available, including foreclosure of the lien against the Lot in the same manner as provided for mortgages by an action in mortgage foreclosure; and
- (d) upon registered or certified notice to the owner, suspend the right of such owner to vote as a member, to use the common areas or both until the assessment and accrued charges are paid in full.

In addition to the remedies set forth above, the Association shall be entitled to collect from such delinquent owner all costs and expenses of any nature incurred by the Association in connection with the collection of such delinquent assessments and fees, including, but not limited to, all court costs and attorneys' fees. The payment of all of such costs and expenses shall be secured by the lien for assessments established in this article against the lot of the owner whose payment is delinquent. Furthermore, the Association shall have the right to allocate among all of the owners the obligation for payment of delinquent assessments that remain unpaid for ninety (90) days after the due date thereof, such allocation to be made pro-rata in accordance with the proportion by which each owner's obligation to pay assessments bears to the total obligation of

all owners to pay assessments. Such allocation shall not in any way relieve the delinquent owner of the obligation to make such payment.

8. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subject to the lien of any mortgage or mortgages now or hereafter encumbering any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any deed or proceeding in lieu of foreclosure (other than foreclosure by the Association of its own assessment lien) shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except for claims for a share of such assessments resulting from a reallocation thereof among all owners as described above. No sale or transfer shall relieve such lot or its owners from liability for any assessments thereafter becoming due or for the lien thereof.

9. Exempt property. The following property subject to the Declaration and these By-Laws shall be exempted from the assessments, charges and liens created herein: all properties to the extent of any easement or other interest therein dedicated and accepted by a municipality or other governmental or quasi-governmental authority and devoted to public use; all common areas; all properties exempted from taxation by the State or county government upon the terms and to the extent of such legal exemption; and lots owned by the Developer or Declarant.

Article XIII

Limitation of Liability, Indemnification and Insurance

1. Limitation of liability. A director of this Association shall not be personally liable for monetary damages as such for any action taken, or any failure to take action, unless the director has breached or failed to perform the duties of his or her office under 15 Pa. C.S.A. §5712 (relating to standard of care and justifiable reliance) as amended from time to time, or any successor provision, and the breach or failure constitutes self-dealing, willful misconduct or recklessness. This provision shall not apply to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for payment of taxes pursuant to local, state or federal law.

2. Indemnification. The Association shall indemnify any officer of director (or employee or agent designated by majority vote of the board of directors to the extent provided in such vote) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (including action by or in the right of the Association) by reason of the fact that he or she is or was a director or officer (or employee or agent) of the Association or is or was serving at the request of the Association as a director or officer (or employee or agent) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or

proceeding. Officers and directors of any subsidiary of the Association shall be deemed to be persons acting as an officer or director of another corporation at the request of the Association. Indemnification pursuant to this Section shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. Expenses incurred by an officer or director (or employee or agent) purportedly indemnified by this Section in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association. The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall continue as to a person who has ceased to be a director or officer (or employee or agent) of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Article XIV

Conflicts of Interest

It is recognized that occasions may arise when a member, a director, or an officer of the Association has a financial interest in a contract or transaction upon which action is to taken or withheld by the board of directors or a committee thereof. It is the policy of the Association and of its board of directors that:

(a) Any material facts as to such financial interest shall be disclosed by such member, director or officer to the board, committee, or membership body entitled to vote on such contract or transaction.

(b) The member, director or officer having such financial interest on any matter shall not vote or use any personal influence in regard to the matter (except that the member, director or officer may state a position on the matter and respond to questions about it); however, such member, director or officer may be counted in determining the quorum for the meeting at which the matter is voted upon. The minutes of the meeting shall reflect that the disclosure was made and that such member, director or officer abstained from voting.

(c) No contract or transaction in which a member, director or officer has a financial interest shall be knowingly entered into by the Association unless it has been authorized in good faith by the board of directors pursuant to 15 Pa. C.S.A. §5728.

Article XV

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any members. The Declaration, the Articles of Incorporation and these By-Laws 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.

Article XVI

Corporate Seal

The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

Article XVII

Amendments

These By-Laws may be altered, amended, or repealed by a majority of the votes which all members present are entitled to cast at any regular or special meeting duly convened and having a quorum after notice to the members of that purpose or by a majority vote of the members of the board of directors present at any regular or special meeting duly convened after notice to the directors of that purpose, subject always to the power of the members to change such action by the directors, and further subject to limitations of the directors to act set forth at 15 Pa. C.S.A. §5504(b).

Article XVIII

Miscellaneous

1. The Association shall have the authority and ability to promptly correct any hazardous conditions in the Open Space areas.
2. Fiscal year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

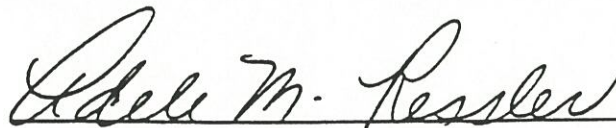
3. Construction of powers. Unless these By-Laws expressly or by clear construction or implication so provide, nothing contained in these By-Laws is intended to or shall limit, qualify, or restrict any powers or authority granted or permitted to nonprofit corporations by the NonProfit Corporation Law of 1988, as amended.

4. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

5. Waiver of notice. Whenever any notice is required to be given under the provisions of the NonProfit Corporation Law of 1988 or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to said notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. In the case of a special meeting of members, the waiver shall specify the general nature of the business transacted, but in all other cases neither the nature of the business to be transacted or the purpose of the meeting need be specified in the waiver. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting.

6. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity, partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless the deletion of such invalid or unenforceable provision shall destroy the uniform plan for development and operation of the planned residential development project which the Declaration (including the plots and plans) and these By-Laws are intended to create.

IN WITNESS WHEREOF, we, being all of the directors of the Darlington Valley Homeowners Association, Inc. have hereunto set our hands this 30th day of October, 19 95.



ADELE M. RESSLER, Secretary



MARK S. RESSLER, President