

BY-LAWS
OF
ARLINGTON HILLS HOMEOWNERS' ASSOCIATION

ARTICLE 1

NAME AND LOCATION

The name of the corporation is Arlington Hills Homeowners' Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4950 Wilson Lane, Mechanicsburg, Cumberland County, Pennsylvania, but meetings of members and directors may be held at such places within or without the State of Pennsylvania as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Arlington Hills Homeowners' Association, its successors and assigns.

Section 2. "Arlington Hills" shall mean and refer to that parcel of land described in Exhibit "A" attached hereto and forming a part of a certain Declaration of Covenants and Easements, made by R. A. Ortenzio, dated October 10, 1979, and recorded in the Cumberland County Recorder of Deeds Office in Miscellaneous Book 247, Page 515, and acquired by Arlington Corporation by deed of conveyance from said R. A.

Ortenzio to Arlington Hills, dated October 10, 1979, and recorded in Deed Book 28, Volume R, Page 882; together with any and all additional lands which shall be conveyed or added to the property governed by the Association under the provisions of Article II of said Declaration of Covenants and Easements.

Section 3. "Common Areas" shall mean and refer to those areas designated for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, whether improved or unimproved, shown upon one of the recorded subdivision maps of Arlington Hills, but shall not include the Common Areas herein defined.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, or other security interests in a Lot, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 6. "Member" shall mean and refer to all those Owners who are members of the Association.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Easements applicable to The Property and described in Section 2 of this Article.

Section 8. "Declarant" shall mean and refer to Arlington Hills, its successors and such of its assigns as

shall acquire more than one undeveloped Lot (or any portion of Arlington Hills which has not been subdivided into Lots) from the Declarant for the purpose of development, provided, however, that an assignee of Declarant shall be deemed a Declarant only with respect to that portion of Arlington Hills conveyed to such assignee by a deed of conveyance which specifically grants to the assignee the rights of a Declarant and sets forth the number of Class B votes, as hereinafter set forth which said assignee may be entitled to exercise.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

(1) Every Owner of a Lot subject to assessment shall be a Member of the Association, and no other persons or entity shall be entitled to membership.

(2) Membership shall be appurtenant to and may not be separated from ownership of any Lot which may be assessed by assignment, hypothecation or transfer in any manner.

(3) Membership in the Association shall be established by recording in the public records of Cumberland County, a deed or other instrument establishing a change of record title to a Lot and the delivery to the Association of the recorded instrument, or reasonable substitute therefor evidencing recording and passage of title. The membership of the prior Owner shall thereby be terminated.

Section 2. Voting Rights.

The Association shall have two (2) classes of voting membership which shall be as follows:

CLASS A: Class A members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person is the Owner of any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one Class A membership vote be cast with respect to any Lot. If agreement cannot be reached on who shall cast the vote for any Lot the Owner whose name appears first on the deed shall be deemed to have authority to vote. The Class A members shall not include the Declarant unless and until Declarant's Class B membership shall cease and be converted to Class A membership as hereinafter provided.

CLASS B: The Class B member shall be the Declarant and shall be entitled to 80 votes. The Class B membership together with said 80 votes (or any additional Class B vote as hereinafter provided) shall cease and be converted to Class A membership with the right to one vote for each Lot owned as aforesaid on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal the total votes then outstanding in the Class B membership; or
- (2) on the 1st day of January, 1983;

For each Lot contained on any land annexed to the Arlington Hills Declarant shall receive one vote, which shall be in addition to the 80 such votes as provided above.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the first Tuesday in June, of each year at the time and place designated by the Board of Directors. If that

day for the annual meeting of members shall fall on a holiday, the meeting shall be held on the first day following which is not a holiday.

Section 2. Special Meetings. Subject to the provisions of Article IV, Section 3, hereof, special meetings of the members may be called at any time by the President of the Association or by the Board of Directors, or by the written request of 1/3 of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to cast a vote at such meeting, whether alone or in conjunction with other Owners, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. The presence at the meeting of members entitled to cast or proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Article of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to

vote thereat shall have the power to adjourn the meeting to a subsequent date and time without notice other than announcement at the meeting; if no quorum is present at the adjourned meeting, then the members present at such adjourned meeting shall constitute a quorum for the lawful transaction of all business properly before the meeting. Unless otherwise provided by the Articles, the Declaration or other provisions of these By-Laws, the acts, at a duly organized meeting of the members present, in person or by proxy entitled to cast at least a majority of the votes which all members are entitled to vote therein shall be the acts of the members.

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

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice President, Secretary and Treasurer.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one

year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve, or until his successor is elected and qualified.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the affirmative vote of a majority of the Directors then in office. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary, and shall be deemed to have resigned upon termination of membership in the Association. 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.

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

Section 7. Compensation. No officer shall receive any compensation for any services he may render to the Association. However, any officer may be reimbursed at the discretion of the Board for his actual expenses incurred in the performance of his duties.

Section 8. Multiple Offices. The office 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 this Article.

Section 9. Duties. The duties of the officers are as follows:

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

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

(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 said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall be authorized to establish appropriate bank accounts for the monies of the Association

and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall prepare or cause the preparation of any tax returns, reports or other information required by law to be filed by or on behalf of the Association and shall 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 VI

BOARD OF DIRECTORS

Section 1. Number. The Board of Directors shall initially consist of three persons appointed by the Declarant, who need not be members of the Association when appointed. Following the first annual meeting, the Directors shall be not less than three persons nor more than five as is determined from time to time by the members except that if the total number of members shall be less than three, the Directors may be less than three in number but in no event shall the number of Directors be less than the number of members. Each member of the Board of Directors shall be either the owner of a Lot or have a recorded interest therein or in the event of corporate ownership, shall be an authorized officer or designated agent thereof.

Section 2. Election. The election of the Board of Directors excepting the initial directors appointed by the Declarant, shall be by written ballot and shall take place at the annual meeting of the members. Each Director shall serve for one year or until the next annual meeting unless he shall sooner

resign, be removed, or otherwise disqualified to serve or until a successor is elected and qualified. Members of the Board of Directors shall be elected by a majority of the votes cast at the annual meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 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 and until his successor is elected and qualified.

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

Section 5. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which could have been taken at a meeting by obtaining the written consent of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Meetings.

(a) Regular Meetings. Regular meetings of the Board of Directors shall be held on the first Tuesday in April and October of each year or if such day is a legal holiday, the next business day which is not a legal holiday.

(b) Special Meetings . Special meetings of the Board of Directors shall be held when called by the President of the Association and shall also be called by the Secretary of the Association upon the written request of two Directors or one Director if there are fewer than three Directors, than upon the written request of one Director

(c) Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business. In the event of a quorum of the Directors is not present a lesser number may adjourn the meeting to a later date. Notice of such later meeting shall be given in the same manner as required for any other meeting of the Board of Directors.

(d) Notice of Meetings. Notice of meetings shall be given by service upon each Director in person or by mailing to him at his last known address in the records of the Association at least five (5) days before the date designated in such notice for the meeting specifying the time and place of such meeting. At any meeting held without notice at which all members of the Board of Directors shall be present or with respect to which all Directors not present shall execute a Waiver of Notice, any business may be transacted which might have been transacted if the meeting had been called on notice.

Section 7. Powers and Duties.

(a) Powers. In addition to the powers and authorities by these By-Laws expressly conferred upon them, the Board may exercise all such powers of the corporation and do all lawful acts and

things as are not by statute, or by the Articles or by the Declaration or by these By-Laws directed or required to be exercised or done by the members.

(b) Duties. It shall be the duty of the Board of Directors:

(1) To 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 such statement is requested in writing by one-fourth of the members.

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

(3) To establish, levy and assess, and collect the assessments or charges authorized in these By-Laws.

(4) To procure and maintain adequate liability and hazzard insurance on property owned by the Association.

(5) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(6) To cause the Common Areas to be maintained and cause the units or Lots to be maintained pursuant to the Declaration, and to otherwise enforce the provisions Declaration.

(7) To cause the Association to become incorporated as a Pennsylvania nonprofit corporation.

Section 8. Committee. In order to further carry out the purposes of the Association and the Declaration, the Board may appoint

committees to oversee the various functions of the Association, including without limit, the following:

(a) An Architectural Committee as provided in Article X hereof.

(b) A Maintenance Committee to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of The Properties, and shall perform such other functions as the Board, in its discretion determines.

(c) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditure to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex Officio member of the Committee.

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 such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE VII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to in-

spection by any member. The Declaration, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, or copies may be purchased at reasonable cost.

ARTICLE VIII

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Association to suspend the voting rights and the right to use Common Area or any facility thereon by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer is recorded. The effect of such dedication or transfer shall be to terminate the provisions of, and rights and obligations of the Association, its

membership and all parties bound by the Declaration with respect to such dedicated or transferred area, upon acceptance of such dedication or transfer by said public agency or authority;

(c) the right of the Association, in accordance with the Articles of Incorporation and these By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said properties and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

(d) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(e) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility upon or within the Common Area;

(f) the right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, with or without limitation as to the location thereof within the Common Areas, for purposes of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for public or private water, sewer, drainage, T.V. cable, fuel and oil and other utilities, with the right of the grantees of such easements, their heirs and assigns, to have full access over and across all portions of the Common Area consistent with the full exercise and enjoyment of such easements and rights-of-way.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with these By-Laws, his right of enjoyment to the Common Area and any facility thereon to the members of his family, his tenants, or contract purchasers who reside on a Lot.

Section 3. Easement of Ingress, Egress and Regress. Each Owner of a Lot, the members of his family, his tenants and all contract purchasers who reside on a Lot and their respective guests and invitees shall have a right and easement of ingress, egress and regress over and across those portions of the Common Areas as shall be from time to time improved by streets or pathways subject to the right of the Association to specify that such right and easement over certain of such areas shall be limited to pedestrian traffic or non-commercial motor vehicle traffic, as the case may be. Such easement and right, subject as aforesaid, shall be appurtenant to and shall pass with the title to every Lot.

ARTICLE IX

MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Each owner of a Lot in Arlington Hills upon which a completed dwelling is erected shall pay to the Association with respect to each such Lot owned by such Owner; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest costs and reasonable attorney's fees,

shall be an equitable servitude and a charge on the land and shall be a continuing lien upon the Lot (including all improvements thereon) against which each such assessment is made, enforceable as a judgment lien. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of all persons, entities or combination thereof, jointly and severally, who were the Owners of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but may be enforced against the Lot as provided above.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of Arlington Hills, for the restoration, improvement, maintenance and insurance of the Common Areas and all services and facilities relating to the use and enjoyment thereof, payment of any federal or state taxes and the payment of real estate taxes on the Common Areas only to the extent, however, that such taxes are assessed against the Association as the Owner of record of the Common Areas. Any portion of the Common Areas included within the tax assessment of a particular Lot by the appropriate taxing authorities shall be the responsibility of the Owner of such Lot and shall in no event be a responsibility of the Association.

Section 3. Annual Assessment. The Board of Directors shall fix the annual assessment per Lot as aforesaid for maintenance and repair purposes based upon the estimated cost of carrying out such responsibilities of the Association.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association shall be authorized to levy, in any assessment year, a special assessment applicable to that year only 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, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of the time and location of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The above notice and quorum requirements shall supersede and be in lieu of any notice or quorum requirements at any time adopted by the Association or elsewhere in these By-Laws, and may be modified only by an amendment to the Declaration.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, regardless of their size, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. Subject to the provisions of Article IX, Section 1, the annual assessments provided for herein shall commence as to a Lot on the first day of the month following the conveyance of the Lot to a Member, other than the Declarant, provided that such assessments may only be used for care of the designated common area or association purposes, and further provided that within one year from the date of initial assessment the common area shall be conveyed to the Association. The first annual assessment to which a Lot shall be subject shall be adjusted according to the number of months remaining in the calendar year, including the month in which said Lot became subject to the obligation to pay assessments. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject to assessment.

Section 8. Date of Commencement of Special Assessments. Any special assessment under Section 4 of Article V shall be applicable only to those Lots subject to the obligation for annual assessments on the first day of the year in which such special assessment is levied and the Owner of any Lot to which a special assessment is inapplicable shall not be counted as a

"member" for purposes of the Notice and Quorum requirement of Article V, Section 5, with respect only to the approval of the special assessment. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Area or abandonment of his Lot. No Owner may cast a vote with respect to any Lot for which any assessment shall remain unpaid after thirty (30) days from the due date thereof.

Section 10. Subordination of the Lien to Mortgages. The Lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon Arlington Hills or any part thereof subject to the assessment. Sale or transfer of any Lot will not affect the assessment lien, provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any other proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Powers of the Township. In the event that the Association shall, at any time, fail to maintain the streets,

curbs, sidewalks and utilities in the Common Area in reasonable order and condition in accordance with the development plan, the Township of Upper Allen may exercise such rights and perogatives as are granted thereto under Article V, Section 11, of the Declaration. Said powers may be abridged, altered, amended or abandoned only by written action of the Township recorded in the office of the Cumberland County Recorder of Deeds.

ARTICLE X

ARCHITECTURAL CONTROL

Section 1. Architectural Control. Excepting any original construction by the Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots in Arlington Hills, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural control committee composed of three (3) or more representatives appointed by the Board. Any proposed change by any Owner other than Declarant in the existing color or finish of any exterior surface of any building on a Lot shall also be submitted to and approved by the Board as above provided.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have

been submitted to it, approval will not be required and the provisions of the Article will be deemed to have been fully satisfied.

Section 2. Residential Dwelling Restrictions. Arlington Hills townhouses and ancillary and accessory uses and buildings in connection therewith, including but not limited to community buildings. All buildings or structures erected in Arlington Hills shall be of new construction and no buildings or structures shall be removed from other locations to Arlington Hills and no subsequent buildings or structures other than townhouses shall be built on any Lot where the Declarant has theretofore constructed a townhouse. No building or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any unit at any time as a residence either temporarily or permanently.

Section 3. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept in, on, or about any unit or Lot, except that dogs, cats, or other household pets for other than commercial purposes.

Section 4. Signs. No advertising signs, billboards, objects of unsightly appearance, or nuisance shall be erected, placed, or permitted to remain on any unit, or on or about any Lot; except that no more than one "For Rent" or "For Sale" sign of not more than five square feet may be maintained on any unit or Lot and; provided, that a name plate and house number, of a size and character provided in the Rules and Regulations of the Association, shall be permitted, nor shall any unit or Lot be used in any way or for any purpose

which may endanger the health or unreasonably disturb the residents of Arlington Hills. No commercial activities of any kind whatever shall be conducted in any building or on any portion of Arlington Hills except activities intended primarily to serve residents of Arlington Hills. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agent during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in the Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time.

As part of the overall program of development of the properties into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the common areas and facilities thereon, including community buildings, if any, without charge during the sales and construction period to aid in marketing activities.

Section 5. Screens. All clotheslines, equipment, garbage cans, service yards, woodpiles, and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring units, Lots and streets. All rubbish, trash and garbage shall be regularly removed from Arlington Hills and shall not be allowed to accumulate thereon.

ARTICLE XI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Lots in Arlington Hills and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent now inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Owners involved in such dispute shall submit the matter to the Board of Directors of the Association for decision. A ruling by the majority of the Board of Directors of the Association regarding any question involved under this Article shall be final and conclusive.

ARTICLE XII

COMMON UTILITY LINES

Section 1. Cooperation of Owners. In order to provide the Lot Owners with above ground and underground utility lines, it may be required from time to time that the two Lots be served with a common service entrance line. Owners of property with such lines shall cooperate fully with the utility companies and other owners concerned there-with for all maintenance, repair and other measures as may be necessary to provide adequate and proper service to the Owners served thereby.

Section 2. Utility Easements. In connection with the development of Arlington Hills, certain sanitary sewer facilities, water facilities, electrical distribution facilities and storm drainage

facilities will be constructed above ground or underground, over, across or under portions of the Lots not occupied by buildings, and Owners of Lots at any time subject to these By-Laws and to the Declaration of Covenants and Easements do by acceptance of a deed to such Lot grant an easement and right of way for the purpose of installing, maintaining, repairing or replacing such utilities as are or may be installed from time to time to serve one or more of the Lots.

Section 3. Underground Utility Service. Acceptance of a deed to any Lot constitutes recognition of the fact that electric or other utility service may be supplied only from an underground distribution system installed or to be installed by the Pennsylvania Power and Light Company.

ARTICLE XIII

PUBLIC USE OF DRIVEWAYS

In order that there be adequate means of ingress and egress within all non-through streets in Arlington Hills, all Association members shall permit the use by others of a reasonable portion of the street and of their driveways for the purpose of turning their vehicles around prior to leaving such streets.

ARTICLE XIV

RESPONSIBILITY FOR OUTSIDE MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior

maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and shall repair, replace and care for all undedicated streets in or adjacent to Arlington Hills, all parking areas, and all trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act or neglect of the Owner, his family, or guests, or invitees, licensees or permittees, the cost of such maintenance or repairs shall be paid for by the Owner on demand, or, if not paid, shall be added to and become part of the assessment to which such Lot is subject.

Section 2. Snow Removal. Snow removal on the Lots shall be the responsibility of the Owners, and snow removal in driveways and common areas shall be the responsibility of the Association, provided that nothing herein shall be construed to prohibit the Association from removing snow on sidewalks located on private Lots.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Amendments. These By-Laws may be amended or repealed by the vote of members entitled to cast at least a majority of the votes which all members are entitled to cast thereon, at any regular or special meeting of the members, duly con-

vened after notice to the members for that purpose; provided, however, that no such amendment or repeal shall be inconsistent with any provision of the Declaration or in derogation of any right granted or reserved therein.

Section 2. Rules and Regulations. Nothing herein shall be construed to prohibit the Association from adopting from time to time other rules and regulations consistent with the Declaration of Covenants for the purpose of carrying out the intent of the Association and the Declaration, and such rules and regulations when adopted at a properly constituted meeting of the Association shall be binding upon the membership.

Section 3. Enforcement. The Association, or any Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any monies received by any Owner from any other Owner or former Owner on account of assessments levied by the Association, less all reasonable enforcements costs, shall be paid by such enforcing Owner to the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January of each year.

Section 5. Binding Covenants. The covenants and restrictions of the Declaration are incorporated herein by reference and made a part hereof, said covenants and restrictions are equitable servitudes, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of the Lots subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.