

BYLAWS
OF NEWTOWN GRANT PHASE T.H.-3A
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Newtown Grant Phase T.H.-3A Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 2507 Philmont Avenue, Huntingdon Valley, Pennsylvania 19006, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II

SEAL

The corporate seal of the Association shall be in circular form and shall bear the name of the Association and such other language as is required by the laws of the Commonwealth of Pennsylvania.

ARTICLE III

PURPOSE; DEFINITIONS

The Bylaws are intended to govern the administration of the Association, a nonprofit corporation organized under the laws of the Commonwealth of Pennsylvania, together with the management and administration of the Cluster Common Areas and facilities located within Phase T.H.-3A, which is part of that Community known as Newtown Grant located in Newtown Township, Bucks County, Pennsylvania. Unless the context clearly indicates otherwise, all definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Newtown Grant Phase T.H.-3A Homeowners' Association (the "Declaration") are incorporated herein by reference.

ARTICLE IV

COMPOSITION

The Association membership shall consist of all of the Lot Owners acting as a group pursuant to the Declaration and these Bylaws. A person shall automatically become a member of the Association when he acquires legal title to a Lot in the Cluster Properties. A Lot Owner cannot resign from membership or transfer membership except appurtenant to transfer of title to his Lot. Transfer of membership shall be automatic upon transfer of title,

but the Association may treat the prior Owner as the member until satisfactory evidence of the recording of the instrument transferring title is presented to the Secretary. The Association is given the responsibility of administering the Association, establishing the means and methods of collecting assessments and charges, arranging for the management of the Cluster Common Areas and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Declaration. It is expected that most of the foregoing responsibilities shall be performed on behalf of the Board by the Master Homeowners' Association as more particularly set forth in the Declaration and these Bylaws.

ARTICLE V

ASSOCIATION MEETINGS

Section 1. Annual Meetings. The annual meetings of the Association shall be held on the second Wednesday of September of each year unless such date shall occur on a legal or religious holiday, in which event the meeting shall be held on the succeeding day. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the Declaration and these Bylaws and such other business as may properly come before the meeting may be transacted.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board.

Section 3. Special Meetings. The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the President by Lot Owners entitled to cast at least 25% of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within 45 days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall give to each Lot Owner a notice of each annual or regularly scheduled meeting of the Association at least ten but not more than sixty days, and of each special meeting of the Owners at least ten but not more than forty-five days, prior to such meeting, stating the time, place and purpose thereof.

Section 5. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Lot Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than

forty-eight hours after the time for which the original meeting was called.

Section 6. Voting. Where the ownership of a Lot is in more than one person or in other than a natural person, the natural person who shall be entitled to cast the vote of such Lot shall be the person named in a certificate executed by all of the Owners of such Lot and filed with the Secretary or, in the case of multiple ownership and in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Lot shall be the person owning such Lot who is present. If more than one person owning such Lot is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of a Lot Owner is required by the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Lot at any meeting of the Association. Except with respect to election of members of the Board and except where a greater number is required by the Declaration or these Bylaws, the Owners of Lots holding more than fifty percent of the aggregate votes in the Association voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. In all elections for Board members, Owners of each home shall be entitled to cast one (1) vote for each vacancy to be filled at such election. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. No votes allocated to a Lot owned by the Association may be cast. There shall be no cumulative voting.

Section 7. Proxies. A vote may be cast in person or by proxy. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of a vote by the other Owners of the Lot through a duly executed proxy. Such proxy may be granted by any Lot Owner in favor of only another Lot Owner, Participating Mortgagee or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked or void, in addition to situations set forth in Article IV above, only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy, or when the presiding officer receives written notice of the death or judicially declared incompetency of a grantor of such proxy. No proxy shall be valid for a period in

excess of eleven months after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

Section 8. Quorum. Except as set forth below, the presence in person or by proxy of Lot Owners entitled to cast 50% of the votes in the Association at the commencement of a meeting shall constitute a quorum at all meetings of the Association. If a meeting is adjourned pursuant to Section 5 above, the quorum at any meeting subsequent to an adjournment shall be deemed present throughout any such meeting of the Association if persons entitled to cast 25% of the votes in the Association are present in person or by proxy at the beginning of the meeting.

Section 9. Conduct of Meetings. The President (or in his absence, a vice president) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws. All votes shall be tallied by tellers appointed by the President.

Section 10. Voting in the Master Homeowners' Association. The President (or the Vice President, in the absence of the President) shall act as the Association Delegate to the Master Homeowners' Association in which all votes of Lot Owners in the Master Homeowners' Association will be cast by such Delegate in one block at his or her discretion; provided, however, if (i) the vote of the Lot Owners is required pursuant to the Declaration or these Bylaws with regard to matters affecting the Association being voted upon or, (ii) the vote of the Lot Owners is obtained even if not required to be obtained, then, in either of such events, the Delegate shall cast the votes of the Lot Owners in the Master Homeowners' Association as they were cast by the individual Lot Owners and not in one block.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of five natural persons, all of whom shall be at least 18 years of age and Lot Owners or designees of the Declarant.

Section 2. Delegation of Powers. Certain of the powers and duties of the Board are and others may be delegated to the Master Board pursuant to the Declaration. Otherwise, the Board may employ for the Association a "Managing Agent" at a compensation

established by the Board. the managing Agent shall perform such duties and services as the Board shall authorize.

Section 3. Election and Term of Office.

a. At the annual meetings of the Association, the term of office of any Board member to be elected (except as set forth in this Section 3 and Section 5 hereof) shall be fixed at two years. The members of the Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. A Board member may serve an unlimited number of terms and may succeed himself. To provide for staggered terms, at the first election meeting of the Association, the three directors receiving the greatest number of votes shall serve for two (2) years and the remaining two directors shall serve for one (1) year.

b. Persons qualified to be of the Board may be nominated for election as follows:

(1) Any Lot Owner may submit to the Secretary at least thirty days before the meeting at which the election is to be held a nominating petition signed by at least seven Lot Owners, a statement that the person nominated is willing to serve on the Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver the submitted items to every Lot Owner along with the notice of such meeting; and

(2) Nominations may be submitted from the floor at the meeting at which the election is held.

Section 4. Removal or Resignation of Members of the Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board may be removed with or without cause by Lot Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Lot Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Lot Owner shall be given at least ten days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Lot.

Section 5. Vacancies. Except as set forth in Section 4 above with respect to members appointed by the Declarant, vacancies on the Board caused by any reason other than the removal of a member by a vote of the Lot Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Board held for such purpose promptly after the occurrence of any

such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board until a successor shall be elected at the next annual meeting of the Association to serve the balance of the term of the vacancy. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

Section 6. Organization Meeting. The first meeting of the Board following each annual meeting of the Association shall be held within five days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order to legally constitute such meeting, providing a majority of the whole Board shall be present at such meeting.

Section 7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once during each year. Notice of regular meetings of the Board shall be given to each member, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board may be called by the President on at least three business days' notice to each member, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of any member of the Board.

Section 9. Waiver of Notice. Any member at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of the Board. At all meetings of the Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, any member present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Each member of the Board shall be entitled

to cast one vote. One or more members of the Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

Section 11. Compensation. No member of the Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of the Board; recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board when not in conflict with the Declaration or these Bylaws. Lot Owners who are not Board members shall have no right to attend Board meetings unless the Board decides otherwise. All Lot Owners may attend and be heard, but may not vote (except as a Board member) at the meeting at which the budget shall be reviewed by the Board for adoption. The Secretary shall give Lot Owners notice of such meeting.

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

Section 14. Validity of Contracts with Interested Board Members. No contract or other transaction between the Association and one or more of its Board members or between the Association and any corporation firm, or association in which one or more of the Board members of the Association are directors or officers, or are financially interested, shall be void or voidable because such Board member or members are present at any meeting of the Board or a committee thereof which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that a Board member is also such a director or officer or has such financial interest is disclosed or known to the Board or committee and is noted in the minutes thereof, and the Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Board member or members;
or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

Section 15. Inclusion of Interested Board Members in the Quorum. Any Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 14 hereof.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. Subject to Article VIII of the Declaration (delegating powers to the Master Association), the Board of Directors shall have power to:

(a) exercise for the Association all power, duties and authority vested in or delegated to this Association by law, the Declaration or any Supplementary Declaration and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

(b) enter into agreements, contracts, deeds, leases and other written instruments or documents in the name of the Association and authorize the execution, delivery and, if appropriate, the recording thereof.

(c) delegate and withdraw delegation of all of its powers and duties to the Master Homeowners' Association, except to the extent prohibited by the Articles, the Declaration or these Bylaws.

Section 2. Duties. Subject to delegation to the Master Association as set forth in Article VIII of the Declaration, it shall be the duty of the Board of Directors to:

(a) cause the Cluster Common Areas to be maintained in good, clean, attractive and sanitary condition, order and repair; and

(b) adopt and publish rules and regulations governing the use of the Cluster Properties, to include these in the Book of Resolutions and to administer such rules and regulations and rules and regulations set forth in the Declaration or herein regarding the Cluster Properties.

ARTICLE VIII

OFFICERS

Section 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 Treasury, and such other officers as the Board of Directors may from time to time by resolution create.

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 by a majority vote of the Board.

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

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Officers. The offices of President and Secretary may not be held by the same person.

Section 7. Duties. The duties of the officers, subject to delegation to the Master Association, are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors and of the Association; 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 promissory notes and contracts as the Board may approve from time to time.

VICE PRESIDENT

(b) 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 shall exercise and discharge such duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; maintain the Book of Resolutions; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notices to members as required; 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.

TREASURER

(d) The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom as directed by resolution of the Board of Directors, shall co-sign any promissory notes and contracts; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board and to the membership at its regular annual meeting.

Section 8. Execution of Documents. No agreement, check, deed, lease or other instrument of the Association (as distinguished from the Master Homeowners' Association) shall be binding upon the Association unless entered into on their behalf by the Board of Directors and signed by two of the aforesaid officers or by one officer and one assistant officer or other person designated by the Board of Directors including but not limited to a managing agent or manager, if any.

Section 9. Delegation of Duties. The Secretary and Treasurer may delegate all or some of their duties to a manager or management company approved by the Board of Directors.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first year shall begin on the date of incorporation.

ARTICLE X

INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHER
PERSONS AND LIMITATION OF DIRECTORS' LIABILITY

Section 1. Limitation of Directors' Liability.
Notwithstanding any provision herein contained to the contrary, no Director shall be personally liable for monetary damages as such for any action taken or any failure to take any action unless: (a) the Director has breached or failed to perform the duties of his or her office under Section 8363 of the Pennsylvania Directors' Liability Act (relating to standard of care and justifiable reliance), and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute, or to the liability of a Director for the payment of taxes pursuant to local, state or federal law.

Section 2. Indemnification and Insurance.

a. Indemnification of Directors and Officers.

(i) Each Indemnitee (as defined below) shall be indemnified and held harmless by the Association for all actions taken by him or her and for all failures to take action (regardless of the date of any such action or failure to take action) to the fullest extent permitted by Pennsylvania law against all expense, liability and loss (including without limitation attorneys' fees, judgments, fines, taxes, penalties, and amounts paid or to be paid in settlement) reasonably incurred or suffered by the Indemnitee in connection with any Proceeding (as defined below). No indemnification pursuant to this Section shall be made, however, 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.

(ii) The right to indemnification provided in this Section shall include the right to have the expenses incurred by the Indemnitee in defending any Proceeding paid by the Association in advance of the final disposition of the Proceeding to the fullest extent permitted by Pennsylvania law; provided that, if Pennsylvania law continues so to require, the payment of such expenses incurred by Indemnitee in advance of the final disposition of a Proceeding shall be made only upon delivery to the Association of an undertaking, by or on behalf of the Indemnitee, to repay all amounts so advanced without interest if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified under this Section or otherwise.

(iii) Indemnification pursuant to this Section shall continue as to an Indemnitee who has ceased to be a Director or officer and shall inure to the benefit of his or her heirs, executors and administrators.

(iv) For purposes of this Article, (A) "Indemnitee" shall mean each Director or officer of the Association who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any Proceeding, by reason of the fact that he or she is or was a Director or officer of the Association or is or was serving in any capacity at the request or for the benefit of the Association as a Director, officer, employee, agent, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership, joint venture, trust employee benefit plan, or other enterprise; and (B) "Proceeding" shall mean any threatened, pending or completed action, suit or proceeding (including without limitation an action, suit or proceeding by or in the right of the corporation), whether civil, criminal, administrative or investigative.

b. Indemnification of Employees and Other Persons. The Association may, by action of its Board of Directors and to the extent provided in such action, indemnify employees and other persons as though they were Indemnitees.

c. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses provided in this Article shall not be exclusive of any other rights that any person may have or hereafter acquire under any statute, provision of the Association's Articles of Incorporation or Bylaws, agreement, vote of Directors, or otherwise.

d. Insurance. The Association may purchase and maintain insurance, at its expense, for the benefit of any person on behalf of whom insurance is permitted to be purchased by Pennsylvania law against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person under Pennsylvania or other law. The Association may also purchase and maintain insurance to insure its indemnification obligations whether arising hereunder or otherwise.

e. Fund for Payment of Expenses. The Association may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise may secure in any manner its indemnification obligations, whether arising hereunder, under the Articles of Incorporation, by agreement, vote of Directors, or otherwise.

Section 3. Amendment. The provisions of this Article relating to the limitation of Directors' liability, to indemnification and to the advancement of expenses shall constitute a contract between the Association and each of its Directors and

officers which may be modified as to any Director or officer only with that person's consent or as specifically provided in this Section. Notwithstanding any other provision of these Bylaws relating to their amendment generally, any repeal or amendment of this Article which is adverse to any Director or officer shall apply to such Director or officer only on a prospective basis, and shall not reduce any limitation on the personal liability of a Director of the Association, or limit the rights of an Indemnitee to indemnification or to the advancement of expenses with respect to any action or failure to act occurring prior to the time of such repeal or amendment.

Section 4. Changes in Pennsylvania Law. References in this Article to Pennsylvania law or to any provision thereof shall be to such law (including without limitation the Directors' Liability Act) as it existed on the date this Article was adopted or as such law thereafter may be changed; provided that (a) in the case of any change which expands the liability of Directors or limits the indemnification rights or the rights to advancement of expenses which the Association may provide, the rights to limited liability, to indemnification and to the advancement of expenses provided in this Article shall continue as theretofore to the extent permitted by law; and (b) if such change permits the Association without the requirement of any further action by Directors to limit further the liability of Directors (or limit the liability of officers) or to provide broader indemnification rights or rights to the advancement of expenses than the Association was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

Section 5. Liability of Members. The Members and any of their lessees or sublessees shall be jointly and severally liable for liabilities arising out of their own conduct or arising out of the ownership, occupancy, use, misuse or condition (except when the result of a condition affecting all or other parts of the Cluster Properties and said Member's Lot and the Home thereon).

Section 6. Agents for the Association. A reasonable attempt shall be made to see that every agreement, deed, lease, or other instrument entered into by the Board on behalf of the Association provides that the Board and the officers or assistant officers executing the same are acting only as agents for the Association and shall have no personal liability thereunder (except to the extent, if any, that they may also be Members at the time any such liability is assessed), that any claim by the other party or parties thereto with respect thereto or to the subject matter thereof shall be asserted against the Board, which shall act on behalf of the Association with respect thereto, and that any liability thereunder or with respect to the subject matters thereof

shall be borne by those who are Members at the time such liability may be assessed by the Association as a common expense.

ARTICLE XI

ENVIRONMENTAL REVIEW BOARD

Section 1. Composition. The Environmental Review Board shall be comprised of a chairman, who shall not be a director, and two more members. A quorum for Board action shall be two members.

Section 2. Duties. It shall be the duty of the Board to regulate the external design, appearance, location and maintenance of the Cluster Properties and of improvements thereon and to regulate such uses of property, as described herein and in the Declaration.

Section 3. Procedures. The Environmental Review Board shall formulate general guidelines and procedures and submit them for confirmation to the Board of Directors. Such guidelines and procedures shall be considered adopted policy of the Board unless rejected by a two-thirds (2/3) vote of the Board within thirty days of the date of submittal. The adoption guidelines and procedures shall be incorporated in the Book of Resolutions and the Environmental Review Board shall act in accordance with such guidelines and procedures.

ARTICLE XII

AMENDMENT

Section 1. Amendments to Bylaws. Subject to the requirements set forth in Section 6 of Article IX of the Declaration, these Bylaws may be modified or amended only by vote of Lot Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein; provided, however, if any amendment would have a material effect upon any of the rights, privileges, powers and options of the Declarant, such amendment shall require the written approval of the Declarant. Additionally, if any amendment is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Declaration, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration or the Federal Housing Administration with respect to similar projects, then at any time and from time to time the Board may effect an appropriate corrective amendment without the approval of the Lot Owners or the holders of any liens on all or any part of the Cluster Properties.

Section 2. Approval of Participating Mortgagees. The Declaration and these Bylaws contain provisions concerning various rights and interests of holders of mortgages on Homes. Such provisions are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior approval of 67% of Participating Mortgagees.

Section 3. Conflicts. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

RESALES OF HOMES

a. Within ten (10) days after written request and payment of a reasonable charge determined by the Board, the Association shall furnish to a Member a copy of the Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations of the Association and a certificate containing:

(i) A statement setting forth the amount of the monthly Association Expense Assessment and any unpaid Association Expense Assessments currently due and payable from the Home Owner.

(ii) A statement of any other fees payable to the Association by Home Owners.

(iii) A statement of any capital expenditures proposed by the Association for the current and two next succeeding fiscal year.

(iv) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified project.

(v) The most recent regularly prepared balance sheet and income expense statement, if any, of the Association.

(vi) The current operating budget of the Association.

(vii) A statement of any judgments against the Association and the status of any pending suits to which the Association is a party.

(viii) A statement as to whether the Board has knowledge that any alterations or improvements to the Home violate any provision of the Declaration, Bylaws or Rules and Regulations.

b. A Home purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the Association.

IN WITNESS WHEREOF, we being all the directors of the Association, have hereunto set our hands this day of
 , 19 .

Lawrence J. Dugan

Gary Stefanoni

Linda Kelley

Michael T. Vesey

Richard Luce

*True
Stamp
Copy*

FIRST AMENDMENT TO THE BYLAWS OF
NEWTOWN GRANT PHASE T.H.-3A
HOMEOWNERS' ASSOCIATION, INC.

THIS FIRST AMENDMENT TO THE BYLAWS OF NEWTOWN
GRANT PHASE T.H.-3A HOMEOWNERS' ASSOCIATION, INC., this
10th day, of *October*, 19*96*, provides as follows:

WITNESSETH THAT:

WHEREAS, upon resolution of the Board of Directors, the
President of the Association duly notified the Lot Owners of a Special
Meeting for the purpose of determining whether to amend the By-
Laws of Newtown Grant Phase T.H.-3A Homeowners' Association,
Inc., to permit three rather than five Board members; and

WHEREAS, at a duly called special meeting of the Lot Owners a
quorum of the said Lot Owners voted in person or by proxy to permit
the amendment proposed thereat;

NOW, THEREFORE, the Newtown Grant Phase T.H.-3A
Homeowners' Association, in accordance with the procedures of
amendment of the By-laws as set forth in Article XII, Section 1 of
said By-Laws, hereby amend the said By-Laws as follows:

1. Article VI, Section 1., is hereby modified to state:

"Section 1. Number and Qualification. The affairs of
the Association shall be governed by a Board of Directors. The Board
shall be composed of three (3) natural persons, all of whom shall be
at least 18 years of age and Lot Owners or designees of the
Declarant."

2. Article VI, Section 3. a., is hereby modified to state:

"Section 3. Election and Term of Office.


a. At the annual meeting of the Association, the term
of office of any Board member to be elected (except as set forth in
this Section 3 and Section 5 hereof) shall be fixed at two years. The
members of the Board shall hold office until the earlier to occur of

the election of their respective successors or their death, adjudication of incompetency, removal or resignation. A Board member may serve an unlimited number of terms and may succeed himself. To provide for staggered terms, the three directors whose terms end simultaneously pursuant to Article VI, Section 3.a. of the By-Laws as written prior to this amendment shall, upon termination of their terms, be replaced by two (2) directors, and the remaining two directors whose terms end simultaneously pursuant to that same Article as written prior to this amendment shall, upon termination of their terms, be replaced by one (1) director."

IN WITNESS WHEREOF, we being all the directors of the Association, have hereunto set our hands this 10TH day of OCTOBER, 1996.


Barry Smith, President


Scott Abernathy, Treasurer


Lisa Schmidt, Secretary

Commonwealth of Pennsylvania)
)
 County of Bucks) ss.

On this, the 10th day of October, 1996, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared **BARRY SMITH**, known to me and satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Joan E. Kakas

Notary Public

NOTARIAL SEAL
 JOAN E. KAKAS, Notary Public
 Newtown Boro, Bucks County
 My Commission Expires July 10, 2000

(SEAL)

Commonwealth of Pennsylvania)
) ss.
 County of Bucks)

On this, the 10th day of October, 1996, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared **SCOTT ABERNATHY**, known to me and satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Joan E. Kakas
 Notary Public

(SEAL)

NOTARIAL SEAL
 JOAN E. KAKAS, Notary Public
 Newtown Boro, Bucks County
 My Commission Expires July 10, 2000

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Commonwealth of Pennsylvania)
) ss.
County of Bucks)

On this, the 10th day of October, 1996, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared **LISA SCHMIDT**, known to me and satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Joan E. Kakas
Notary Public

(SEAL)

NOTARIAL SEAL
JOAN E. KAKAS, Notary Public
Newtown Boro, Bucks County
My Commission Expires July 10, 2000