

BYLAWS
SPRINGCREEK MANOR CONDOMINIUM ASSOCIATION

ARTICLE I

ADOPTION; DEFINITIONS; APPLICATION

1.01 Adoption of Bylaws. These Bylaws are adopted pursuant to the Uniform Condominium Act, Act of July 2, 1980, P.L. _____, No. 82, by the first members of the Executive Board of Springcreek Manor Condominium Association, a nonprofit corporation organized under the laws of the Commonwealth of Pennsylvania, and by Springcreek Manor, Inc., being the sole member of Springcreek Manor Condominium Association.

1.02 Purpose. These Bylaws are adopted as the Bylaws of Springcreek Manor Condominium Association and for the regulation and management of Springcreek Manor, a Condominium, which has been submitted to the Act by a Declaration bearing even date herewith made by Springcreek Manor, Inc. (Declarant) and Recorded in Record Book _____, Page _____, and accompanying Declaration Plan Recorded in Plan Book _____, Page _____. These Bylaws shall govern the administration and management of the Association and the Condominium.

1.03 Definitions. The following terms when used herein shall have the meanings ascribed to them in the Declaration identified in Section 1.02 above: "Act"; "Approved"; "Assessment"; "Association"; "Buildings"; "Bylaws"; "Common Elements"; "Common Expenses"; "Common Expense Liability"; "Common Interest"; "Condominium"; "Condominium Documents"; "Declarant"; "Declaration"; "Declaration Plan"; "Executive Board"; "Land"; "Limited Common Element"; "Person"; "Purchaser"; "Real Estate"; "Recorded"; "Special Declarant Rights"; "Unit"; "Unit Owner"; "Owner"; and "Votes".

1.04 Application. All present and future Unit Owners, mortgagees, lessees and occupants of the Units and of the Common Elements and their respective agents and employees and any other person who is permitted to use the Condominium shall be subject to and bound by the Bylaws. The acquisition, lease, or occupancy of any Unit or acceptance of a mortgage thereon shall be deemed conclusively to mean that the Unit Owner, tenant, occupant, or mortgagee has accepted and ratified the Bylaws.

ARTICLE II

PRINCIPAL OFFICE

2.01 Principal Office. The initial principal office of the Association shall be 29 East King Street, Lancaster, Pennsylvania. The Executive Board may from time to time relocate the principal office.

ARTICLE III

THE EXECUTIVE BOARD

3.01 Qualifications and Compensation. The Executive Board shall consist of five (5) directors. Any natural individual who is a resident of Pennsylvania and at least twenty-one years of age shall be qualified to serve as a director. Following expiration or termination of Declarant's right to designate directors, at least a majority of the directors must be Unit Owners. If a Unit is owned by a partnership or corporation, a general partner, director or officer of the Owner shall be deemed an Owner for this purpose. Directors shall serve without compensation.

3.02 Term of Office.

A. Directors selected by Declarant shall serve at the pleasure of Declarant.

B. Within sixty days after Declarant's right to designate any director expires, the Executive Board shall call a special election to fill the seat vacated by expiration of such right. All directors elected at such special elections shall serve until the next annual meeting of the Association and until their successors are elected.

C. At annual elections in which Declarant is entitled to select a majority of directors, the directors elected by other Unit Owners shall be elected for a term of one year and until their successors are elected.

D. At the first election after expiration or termination of Declarant's right to select a majority of directors, two directors shall be elected to serve for a term of three years and three serve for one year. In all subsequent elections, the directors shall be elected for a term of two years and until their successors are elected. *(See Amendment I, 1983.)*

3.03 Nominations; Election.

A. Directors selected by Declarant shall be deemed elected upon delivery to the Association of written notice of the Selection.

B. The Executive Board shall annually appoint a nominating committee of three, at least one of whom shall be a director. The nominating committee shall nominate one or more individuals for each seat to be filled at each annual and special election. The nominating committee shall report the nominees to the President at least twenty days before the election, and such report shall be open to inspection by any Unit Owner. Additional candidates may be nominated only on written nomination signed by Owners of seven or more Units and presented to the Secretary at least fifteen days before the election.

C. At least ten days before any election, the Unit Owners shall be notified in writing of all nominees for directors and shall be furnished with ballots listing all candidates in alphabetical order. Unit Owners may cast their Votes prior to the meeting by depositing their ballots with the Secretary to be opened by him at the meeting.

D. Those nominees receiving the greatest number of Votes shall be declared elected. In the case of a tie vote for the last seat to be filled, a new ballot shall be cast to determine which of the nominees receiving a tie vote shall be elected.

3.04 Vacancies. The Declarant shall fill any vacancy in any seat on the Executive Board previously occupied by a designee of Declarant. The remaining Directors shall fill any other vacancy and the successor shall serve for the unexpired term of the Director replaced.

3.05 Removal. Directors (except those selected by the Declarant) may be removed by the affirmative vote of Unit Owners having two-thirds of the Votes cast at any annual or special meeting of the Association duly called for such purpose.

3.06 Meetings.

A. Organization Meeting. The organization meeting of each newly elected Executive Board shall be held immediately upon adjournment of the meeting of the Association at which the directors were elected, at the place of the meeting of the Association. No notice of such meeting need be given.

B. Regular Meetings. The Executive Board shall meet regularly at least six (6) times each calendar year at a fixed day, hour and place established by Executive Board from time to time. Once the time and place of regular meetings is so established, such meetings may thereafter be held without further notice. (*Meeting number: See Amendment I, 1983. Agenda notice: See Amendment II, 2005*)

C. Special Meetings. Special meetings of the Executive Board may be called by the President or by two directors on at least forty-eight (48) hours notice given in writing, in person, by telephone, or by announcement at the regular meeting of the Executive Board preceding the special meeting.

D. Waiver. Notice of any meeting may be waived either before or after the meeting and attendance at a meeting shall constitute a waiver of notice.

E. Quorum. A quorum is deemed present throughout any meeting of the Executive Board if a majority of the directors are present at the beginning of the meeting. If a quorum is not established at any meeting of the Executive Board, the directors present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business that might have been transacted at the originally called meeting may be transacted without further notice.

F. Action by Written Consent. The Executive Board may act by written consent of all directors in lieu of a meeting.

G. Communication Equipment. One or more directors may participate in and be counted for quorum purposes at any meeting by means of conference telephone, or other communication equipment by means of which all persons participating in the meeting can hear one another.

3.07 Unit Owners Attendance at Meetings. Except the meeting to adopt the budget of the Association, Unit Owners shall have no right to attend meetings of the Executive Board, but the Executive Board may, in its discretion, allow Unit Owners to attend. All Unit Owners shall have a right to attend and be heard, but not the right to vote, at the meeting of the Executive Board at which the budget of the Association is considered for adoption. *(See Amendment III, 1983.)*

ARTICLE IV

OFFICERS

4.01 Designation. The officers of the Association shall include a President, Secretary and Treasurer, all of whom shall be directors. One person may concurrently hold office as Secretary and Treasurer. The Executive Board may from time to time establish and fix the duties of a Vice President, and one or more Assistant Secretaries and Assistant Treasurers, who need not be directors.

4.02 Appointment of Officers. During the period of Declarant control specified in the Declaration, all officers shall be appointed and reappointed by Declarant. Thereafter, officers shall be appointed annually by the Executive Board and shall hold office until their successors are appointed and qualify, and the Executive Board shall fill any vacancy in any office.

4.03 Duties of the President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Executive Board. He shall have the powers and duties specified in the Act and in the Condominium Documents and those usually vested in the office of the President of a Pennsylvania corporation, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. *(See Amendment II, 2005.)*

4.04 Duties of the Secretary. The Secretary shall attend all meetings of the Executive Board and of the Association and shall record all votes and the minutes of all meetings and proceedings. The Secretary shall have the powers and duties specified in the Act and the Condominium Documents and those usually vested in the office of the Secretary of a Pennsylvania corporation. The Secretary shall keep at the Association's office all records and other information required by the Condominium Documents, as well as copies of the Condominium Documents. Any or all of the duties of the Secretary may be delegated by the Executive Board to a Manager or Employee.

4.05 Duties of the Treasurer. The Treasurer shall be the chief financial officer of the Association and shall have the powers and duties specified by the Act and the Condominium Documents and those usually vested in the office of Treasurer of a

Pennsylvania corporation. The Treasurer shall have custody of all funds of the Association and shall deposit all funds in such depositories as the Executive Board from time to time designates. The Treasurer shall disburse all funds as the Executive Board shall from time to time direct. The Treasurer shall keep or cause to be kept full, complete and accurate records and books of account specifying and itemizing all Assessments, Common Expenses, Common Receipts, assets, liabilities, receipts, disbursements, reserves and transactions of the Association. The Treasurer shall prepare and submit to the Executive Board and Association annual accountings and other reports as the Executive Board may from time to time require. Any or all of the duties of the Treasurer may be delegated by the Executive Board to a Manager or Employee.

4.06 Compensation. The officers of the Association shall serve without compensation unless such is Approved by the Association. The officers of the Association shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

4.07 Resignation and Removal. Any officer of the Association may resign at any time by written notice to the Executive Board. Any officer may be removed from office by vote of a majority of the directors at any meeting of the Executive Board. Any director who resigns or is removed as a director shall also be deemed to have resigned or been removed, ipso facto, from any office he may have held.

4.08 Execution of Instruments. Agreements, contracts, deeds, mortgages, leases and other documents and instruments to which the Association is a party may be executed on its behalf by any two of the President, Secretary and Treasurer, or in any other manner approved by the Executive Board. Any two of the President, Secretary and Treasurer may prepare, execute, certify and Record amendments to the Declaration on behalf of the Association. Any certificates of unpaid assessments affecting a Unit or other certification required by the Act or Condominium Documents to be given by the Association to any Unit Owner or prospective Unit purchaser may be prepared, executed, certified or recorded by anyone of the President, Secretary or Treasurer, or any officer, employee of the Association, or a Manager, authorized by any general or special resolution of the Executive Board to do so.

ARTICLE V

UNIT OWNERS

5.01 Members of Association. Every person who is a Unit Owner shall, while having the status of a Unit Owner, be a member of the Association. Membership in the Association shall be inseparable from status as a Unit Owner. No person other than a Unit Owner shall be a member of the Association.

5.02 Meetings of Association. All references in the Condominium Documents to meetings of the Association (as opposed to meetings of the Executive Board) shall mean and refer to meetings of the Unit Owners as the members of the Association. Meetings of the Association shall be held at the place and time designated in the notice of the meeting.

5.03 Annual Meetings. The first annual meeting of the Association shall be held at the call of the Executive Board, but in any event within sixty (60) days after the date on which title to 25% of the Units have been conveyed by the Declarant. Subsequent annual meetings shall be held at 7:30 p.m. on the first Monday of April of each year, or at such later date and time prior to June 1 of each year as the Executive Board may fix.

At the annual meeting the Unit Owners shall elect directors and may transact any other business as may be required or permitted by law to be the members of the Association. At each annual meeting the Treasurer shall report on the audited financial statements of the previous fiscal year and any changes in the financial affairs of the Condominium and the Association expected for the current fiscal year.

5.04 Special Meetings. Special meetings of the Association may be called at any reasonable time by the President and within thirty (30) days after written request by any two directors or the Owners of Units having 25% or more of the Votes. The Executive Board shall designate the date, time and location of all special meetings. Action taken at a special meeting shall be confined to the purposes stated in the notice thereof.

5.05 Notices. The Secretary shall give notice of all meetings of the Association to the Unit Owners not less than ten (10) nor more than sixty (60) days in advance of the meeting. Notices shall be given in the manner specified in these Bylaws and shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws. The record date for determination of Owners entitled to notice shall be fixed by the Executive Board, and if not otherwise specified shall be ten (10) days before the actual mailing or delivery of notices begins.

5.06 Quorum. A quorum is deemed present throughout a meeting of the Association if Owners together entitled to cast at least 25% of the Votes are present in person or by proxy at the beginning of the meeting.

5.07 Voting Rights. The number of Votes which each Unit Owner shall be entitled to cast in any of the affairs of the Association, shall be as provided in Section 7 of the Declaration.

A Unit which has been acquired by the Association shall not be entitled to vote while it is so held.

The Unit Owner entitled to cast the Votes pertaining to a Unit shall be the record titleholder thereof as identified in the list of Unit Owners maintained by the Secretary, which shall be closed for each meeting at the close of the last business day before the meeting.

If a Unit is owned by a corporation or partnership, the individual authorized to cast the Votes of the Unit shall be designated by a certificate of appointment filed with the Secretary and signed by two officers of the corporation or

all general partners, as the case may be. If the Unit is held by one or more fiduciaries, the individual authorized to cast the Votes shall be designated by a certificate filed with the Secretary and signed by all fiduciaries.

Any certificate of appointment filed with the Secretary shall be valid until revoked or superseded by subsequent certificate. A certificate of appointment may be revoked by any party originally executing the certificate.

The Votes applicable to a Unit shall not be divided and cumulative voting shall not be permitted.

5.08 Proxies. Any Unit Owner may attend meetings by duly executed proxy filed with the Association at or before the meeting begins. If a Unit is owned by more than one person, each person may vote or register protest to the casting of Votes through a duly executed proxy. A Unit Owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

5.09 Action by Unit Owners. Unless a greater or lesser number of Votes is specifically required by the Act or the Condominium Documents, an act of the Association is Approved by the Unit Owners on the affirmative vote of a majority of the votes of Unit Owners present at the meeting at which the vote is taken.

5.10 List of Unit Owners. The Secretary shall keep a complete list of the Unit Owners and their last known post office addresses, identifying the Units owned by each Owner, and the number of Votes which the Owner is entitled to cast.

ARTICLE VI

POWERS, AUTHORITY AND DUTIES OF THE EXECUTIVE BOARD

6.01 General Powers, Authority, and Duties. The business and affairs of the Association and the Condominium shall be managed by the Executive Board. Subject to the limitations expressed in the Act and in the Condominium Documents, the Executive Board may act in all instances on behalf of the Association and may exercise on behalf of the Association all powers conferred upon an association by the Act and upon a corporation organized under the Not for Profit Corporation Code of Pennsylvania.

6.02 Budget. The Executive Board shall prepare and adopt an annual budget of Common Expenses for each calendar year, which may include working capital funds and reasonable reserves for depreciation, retirements and renewals. Each annual budget shall be adopted by the Executive Board at a meeting held not later than the last day of November preceding the budget year. Notice of the meeting for consideration and adoption of the budget shall be given to each Unit Owner in the same manner as notice of Association meetings. A copy of the tentative or proposed budget shall be given to each Unit Owner together with the notice of the meeting. The Unit Owners, at a meeting of the Association duly held within thirty (30) days of approval of the annual

budget or any capital expenditure by the Executive Board, may reject such budget by vote of a majority of the Votes. If the initial budget of the Association or any subsequent budget adopted by the Executive Board is rejected by the Unit Owners, the Executive Board shall adopt a new budget within fifteen (15) days after the rejection by the Unit Owners occurs.

6.03 Assessments. The Executive Board shall fix Assessments for each Unit, which Assessments in the aggregate shall equal the Common Expenses estimated in the annual budget adopted by the Executive Board. The Assessments shall be imposed upon and be payable by each Unit Owner to the Association in twelve (12) equal monthly Assessments payable on the first day of each month in advance. On or before January 1 of each year, the Association shall deliver or mail to each Unit Owner and to the mortgagee of each Unit, a statement setting forth the monthly Assessments of the Unit for the calendar year. The Association shall not be required to give any other notice of the subsequent accrual of monthly Assessments and the failure of the Association to give any required notice shall not discharge any Unit Owner from the obligation to pay Assessments. The failure of the Executive Board to comply strictly with the requirements of the Bylaws concerning adoption of the budget or fixing of Assessments shall not release or relieve any Unit Owner from the obligation to pay the Unit Owner's proportionate share of Common Expenses or any Assessment. In the event the Executive Board shall fail to fix the Assessments for any year, the Assessments as fixed for the preceding year shall continue in effect until a new Assessment is fixed.

The Executive Board may adjust or increase the amount of monthly Assessments, and may levy and collect in addition thereto special Assessments in such amounts as the Executive Board may deem proper, whenever it determines it is necessary to do so. Assessments may likewise be reduced when circumstances permit.

The monthly Assessments of each Unit shall include such Unit's share of Limited Common Expenses estimated in the annual budget. Charges by the Association to a Unit for its share of any other limited expenses, or for fees, charges, late charges, fines or interest due the Association and enforceable as Assessments shall be billed to the Unit Owner monthly or at such other intervals as the Executive Board may determine and shall be due on the first day of the month succeeding the month in which the bill is rendered.

6.04 Rules and Regulations. The Executive Board may make, promulgate, amend, rescind and enforce compliance with such reasonable rules and regulations governing the operation, use and occupancy of the Units, the Common Elements and other portions of the Condominium as the Executive Board shall deem necessary or appropriate from time to time. All such rules and regulations shall be binding on the Unit Owners, and all tenants and occupants of Units. In addition to other matters, the rulemaking authority of the Executive Board includes the authority to fix the terms and conditions on which pets may be kept and to restrict or prohibit the keeping of pets or animals. The Executive Board may levy reasonable fines for violations of the Condominium Documents or rules and regulations. A copy of all rules and regulations shall be delivered or mailed to each Unit Owner promptly upon the adoption thereof.

6.05 Purchase of Units. The Executive Board may authorize the purchase of a Unit by the Association from time to time on such terms as it determines to be appropriate, but any purchase must be approved by the Unit Owners.

The Executive Board may sell or lease any Unit which the Association has purchased on such terms as the Executive Board deems appropriate, and no sale or lease need be Approved by the Unit Owners.

In any instance in which the Association purchases any Unit or other real property, it may borrow any or all funds the Executive Board determines to be necessary to effect the purchase and may mortgage the property purchased as security for repayment of the debt, and such actions need not be Approved by Unit Owners.

During the period when the Association is in title to a Unit:

(i) All taxes and municipal claims and all expenses of purchasing, holding, selling, owning and caring for the Unit shall be Common Expenses;

(ii) The Votes appurtenant to the Unit shall be suspended and such Unit shall not be counted in determining a quorum for meeting purposes;

(iii) The Common Expenses otherwise assessable to the Unit shall be assessed among the other Units.

6.06 Additions and Improvements.

(A) Subject to the provisions of the Condominium Documents, the Association may make such alterations, additions and improvements to the Common Elements as are determined by the Executive Board to be beneficial or necessary or which are requested in writing by a Unit Owner. The Executive Board shall obtain the consent in writing before undertaking such work of such Unit Owners and the holders of first mortgages thereon, whose rights the Executive Board determines may be affected adversely by such alterations, additions or improvements.

(B) When the Executive Board determined the alteration, addition or improvements is general in character, the costs therefor shall be assessed as Common Expenses.

(C) When the Executive Board determines the alteration, addition or improvement is exclusively or substantially exclusively for the benefit of one or more Unit Owners, the cost shall be assessed against such Unit Owner or Unit Owners in such proportion as the Executive Board shall determine is fair and equitable.

6.07 Employees; Manager. The Executive Board may hire and discharge employees to operate and manage the Condominium and may engage a managing agent (the Manager) to do so subject to the direction and control of the Executive Board. The duties and responsibilities of employees of the Association and of a Manager shall be such as the Executive Board shall authorize and establish from time to time. Any

contract for engagement of a Manager shall be in writing, shall be terminable by the Association for cause on no more than thirty (30) days notice, and shall have a term not exceeding one year (exclusive of annual or shorter renewal terms).

The Executive Board may delegate to any employee of the Association or the Manager such authority and such of the powers of the Association as the Executive Board determines from time to time to be necessary or appropriate for the routine operation, management and administration of the Condominium and the Association, and to implement decisions, actions and policies of the Association approved by the Executive Board. However, the Executive Board shall not delegate to a Manager or to any employee the powers to:

1. Acquire, encumber or convey any right, title or interest to real property or to grant any easement, lease, license or concession through or over the Common Elements without the express prior approval of the Executive Board of such action;

2. Acquire or dispose of any interest in personal property having a cost or value in excess of \$1,000 or incur any liability for any goods or services in any instance in excess of \$1,000 unless the expenditure is within a budget adopted by the Executive Board or is expressly approved in advance by the Executive Board;

3. Cause any additional improvements to be made as part of the Common Elements, or grant the consent of the Association to any alteration, addition, or improvement of any Unit or Limited Common Element or to any combination, subdivision or adjustment in the boundary lines of any Units, without the express prior consent of the Executive Board;

4. Adopt and amend the Bylaws and rules and regulations of the Association, to elect the officers of the Association, or fix assessments;

5. Make any other contract on behalf of the Association unless such contract is expressly approved by the Executive Board in advance;

6. Impose fees or charges for the use, rental or operation of the Elements or for any service rendered by the Association, or impose charges for payment of Assessments, or levy fines for violation of the Condominium or rules and regulations, except in accordance with general policies and approved by the Executive Board; or

7. Initiate or intervene in litigation unless such action is approved by the Executive Board.

An officer of the Association may delegate to any employee or manager such powers within the scope of the authority of such officer as a purely ministerial or routine in nature provided that such delegation is not inconsistent with the limitations expressed above or with any other limitation fixed by the Executive Board.

ARTICLE VII

FISCAL YEAR

7.01 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE VIII

AMENDMENTS TO BYLAWS

8.01 Proposal. Amendment to the Bylaws shall be proposed by either the Executive Board or by Unit Owners having at least 20% of all Votes. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

8.02 Vote Required. Except as otherwise provided in the Declaration, the affirmative vote of Unit Owners having a majority of the Votes shall be required to amend the Bylaws.

8.03 Effective Date. All amendments shall be evidenced by a written instrument, executed and acknowledged by the President or other authorized officer of the Association, which shall contain a certification that the amendment was approved in accordance with the provisions of this Article. Copies of such instrument shall be sent to each Unit Owner but the same shall not constitute a condition precedent to the effectiveness of such amendment.

ARTICLE IX

MISCELLANEOUS

9.01 Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of proceedings of the Unit Owners and the Executive Board.

9.02 Books and Records. All books and records of the Association pertaining to the affairs of the Association, Executive Board and the Condominium, including but not limited to all financial records, lists of Unit Owners and lists of Unit Mortgagees, shall be available for examination by any Unit Owner, personally or by agent, at the principal office of the Association during regular business hours.

9.03 Notice. Any notice required or permitted to be given hereunder shall be given in writing. Notice shall be deemed given when hand delivered, placed in a Unit Owner's mailbox by hand, or when deposited in the United States mails, first class, postage prepaid. Notice shall be addressed as follows:

(i) to the Association, at the principal office of the Association.

(ii) to a Unit Owner, at the last known address of the Unit Owner as it appears on the books of the Association.

(iii) to mortgagees, at their addresses on the register to be maintained as provided in these Bylaws, or at such other addresses as they may from time to time designate by notice to Association.

9.04 Failure of Association to Insist Upon Strict Performance is No Waiver. The failure of the Association to insist in any instance upon the strict performance of any of the terms, covenants, conditions or restrictions of the Condominium Documents or to exercise any right or option therein contained, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction, option or right. The receipt of any payment of Assessments from any Unit Owner with knowledge of the breach of any covenant of the Condominium Documents shall not be deemed a waiver of such breach.

9.05 Captions. Captions are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of the Documents.

9.06 Gender, Singular, Plural. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

9.07 Severability. If any provision of these Bylaws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the Commonwealth of Pennsylvania, then the said laws shall be deemed controlling and the validity of the remainder of the Bylaws and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

9.08 Effective Date. These Bylaws shall become effective on the date of execution.

(Add 9.09 – See Amendment III, 2006.)

IN WITNESS WHEREOF, the undersigned have executed these Bylaws, under their hands and seals, the 30th day of October, 1980.

(Director) (SEAL) _____ (SEAL)

(Director) (SEAL) _____ (SEAL)

(Director) (SEAL) SPRINGCREEK MANOR, INC.

By: _____

Attest: _____
(Declarant)

AMENDMENT #1 TO BY-LAWS

SPRINGCREEK MANOR CONDOMINIUM ASSOCIATION

This amendment #1 dated April 18, 1983 revises:

Article III Para 3.02 Sub Para D

This section deals with term of office for the Executive Board Members.

Under Sub Para D: The last sentence shall be changed to: In all subsequent elections, the directors shall be elected for a term of three years and until their successors are elected.

Article III Para 3.06 Sub Para B

This section deals with Executive Board Meetings.

Under Sub Para B: The first sentence shall be changed to: The Executive Board shall meet regularly at least four (4) times each calendar year at a fixed day, hour and place established by Executive Board from time to time.

Article III Para 3.07

This section deals with Unit Owner Attendance at meetings.

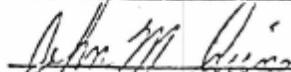
Entire revision to read: All Unit Owners shall have a right to attend and be heard but not the right to vote at all regularly scheduled meetings of the Executive Board.

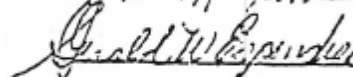
This amendment has been duly approved in accordance with Article VIII of the By - Laws outlining the procedure for such an amendment.

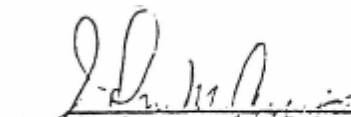
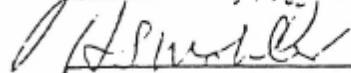
The effective date shall be the date of execution.

The undersigned have executed these By-Laws Amendment this day April 18, 1983 by affixing their signatures to this amendment.

 Jacquette H. Alcorn President

 John M. Dixon Vice President

 Gerald W. Expend Sec. & Treas.

 J. D. McLaughlin Director
 H. Smith Director

AMENDMENT #2 TO BY-LAWS

SPRINGCREEK MANOR CONDOMINIUM ASSOCIATION

This amendment #2 dated 10/31/2005 revises:

Article III Para 3.06 Sub Para B

Under Sub Para B: Add after the last sentence: An agenda for each regular meeting shall be distributed to all unit owners at least 48 hours prior to the meeting.

Article IV Para 4.03

Add: or their spouses, after unit owners in last sentence.

Add to Para 4.03: He shall designate Board Members to offer to meet with new unit owners within 30 days of their move in date to review the Association documents covering administration of the Association. (Declaration, By Laws, Rules & Regulations.)

This amendment has been duly approved in accordance with Article VIII of the By – Laws outlining the procedure for such an amendment.


The effective date shall be the date of execution.

The undersigned have executed this By-Law amendment this day October 3, 2005 by affixing their signatures to this amendment.

 President

 Secretary

 Director

 Treasurer

 Director

AMENDMENT #3 TO BY-LAWS

SPRINGCREEK MANOR CONDOMINIUM ASSOCIATION

This Amendment #3 dated 5/23/2006 revises:

Article IX

Under Article IX: Add Para 9.09 Property Line Agreement: The original of the property line agreement between the home owner(s) of 326 Bahia Avenue, Hershey, PA 17033 and the Springcreek Manor Association of Hershey, PA 17033 is retained in the Association's safe deposit box at the PNC Bank office on Chocolate Avenue, Hershey, PA 17033.

This amendment has been duly approved in Accordance with Article VIII of the By-Laws outlining the procedure for such an amendment.

The effective date shall be the date of execution.

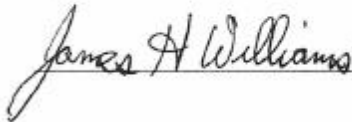
The undersigned have executed this By-law amendment this day May 23, 2006 by affixing their signatures to this amendment.

 President

 Treasurer

 Secretary

 Director

 Director