

**AMENDED AND RESTATED BYLAWS OF
THE NEW FOX RIDGE
HOMEOWNERS ASSOCIATION**
(last amended 6/23/05)

relating to certain residential units located in the City of Harrisburg,
Dauphin County, Pennsylvania, and identified on that certain
Subdivision Plan for New Fox Ridge, recorded in the Office of the
Recorder of Deeds in and for Dauphin County, Pennsylvania, in Plan
Book T, Volume 3, Page 60

Dated: November 15, 2005

Wix, Wenger & Weidner
Stephen J. Dzurainin, Esquire
508 North Second Street
Harrisburg, PA 17101

Last Amended 6/23/05

AMENDED AND RESTATED
BYLAWS OF THE NEW FOX RIDGE HOMEOWNERS ASSOCIATION

ARTICLE I

Plan of Ownership

Section One: Name

The name of this Association shall be the The New Fox Ridge Homeowners Association.

Section Two: Definitions

The following words and phrases when used in these Bylaws shall have, unless the context clearly indicates otherwise, the meaning given to them in this section:

"Association." The New Fox Ridge Homeowners Association, a non-profit corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, its successors and assigns.

"Architectural Review Board." The board appointed by the President and approved by a majority of the Board of Directors pursuant to Article VIII, Section Four to approve or disapprove modifications, installations, or maintenance to or on the exterior portions of the units.

"Block of Units." A group of contiguous Units as specified by the Subdivision Plan. Attached hereto as Exhibit A and incorporated herein by reference is a list of the individual Blocks of Units and the Units associated with Block.

"Common Area." All real property described in the Subdivision Plan to which the Association holds legal title, and all other areas described in the Subdivision Plan, these Bylaws or elsewhere that the Association undertakes to maintain.

"Indemnified Capacity." Any and all past, present, and future service by an Indemnified Representative in one or more capacities as a director, officer, employee or agent of the Association, or, at the request of the Association, as a director, officer, employee, agent, fiduciary or trustee of another association, partnership, joint venture, trust, employee benefit plan or other entity or enterprise.

"Indemnified Representative." Any and all directors and officers of the Association and any other person designated as an Indemnified Representative by the Board of Directors of the Association (which may, but need not, include any person serving at the request of the Association, as a director, officer, employee, agent, fiduciary or trustee of another association, partnership, joint venture, trust, employee benefit plan or other entity or enterprise).

"Liability." Any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to any employee benefit plan, or cost or expense of any nature (including, without limitation, attorneys' fees and disbursements).

"Majority of Owners." Owners holding at least fifty-one (51) percent of the votes.

"Member of the Association." All Owners, as defined in this section, are members of the Association.

"Owner" or "Member." Any person, corporation or other entity holding legal title, either individually or jointly, to any of the individually numbered Lots (including any improvements thereto) described in the Subdivision Plan.

"Proceeding." Any threatened, pending or completed action, suit, appeal of other civil, criminal, administrative or investigative proceeding, whether formal or informal, and whether brought by or in the right of the Association, a class of its Members or otherwise.

"Resident." Any person occupying a townhouse located on a Unit, including the Owner, lessee or sublessee.

"Subdivision Plan." The subdivision plan for New Fox Ridge, which is recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania, in Plan Book T, Volume 3, Page 60, except for units 64 through 67 inclusive, which units have not been built and which are not part of the Association.

"Unit" or "Lot." One of the individually numbered lots (including any improvements thereto) described in the Subdivision Plan.

Section Three: Ownership

The Association shall have ownership upon acceptance of conveyance from the Harrisburg Redevelopment Authority of those portions of the Subdivision Plan not described as Units.

Section Four: Application

All Owners of Units and/or their heirs, administrators, assigns, lessees, or sublessees, or any other person occupying, controlling, or using a Unit, or a portion thereof, or any of the property owned by the Association, shall be subject to these Bylaws.

The mere acquisition or rental of any of the Units, or the mere act of occupying any of the Units shall signify that these Bylaws and provisions of the regulatory agreement are accepted, ratified, and will be complied with.

ARTICLE II

Voting

Section One: Voting

Voting shall be only by the Unit Owner(s) of record. Each Unit shall be entitled to one vote.

Section Two: Quorum

Except as otherwise provided by these Bylaws, the presence in person or by proxy of a Majority of Owners shall constitute a quorum.

Section Three: Proxies

Votes may be cast in person or by proxy. A proxy must be filed in writing with the Secretary within the time set by the Board of Directors in the notice for each meeting. It shall be the responsibility of the member of the Board of Directors for each Block of Units to collect and verify each proxy before the meeting at which the proxy would be applicable. The proxy shall be effective for no longer than two (2) weeks before the meeting and through the conclusion of the meeting, including any adjournments and continuation announced at the meeting. All proxies may be withdrawn at any time upon personal request in writing to the Secretary of the Association by the individual(s) giving the proxies.

ARTICLE III

Administration

Section One: Association Responsibilities

The Association, acting by and through its duly elected Board of Directors, shall be responsible for managing the common area, approving the annual budget, establishing and collecting assessments, and carrying out any other duties and responsibilities required by these Bylaws. Except as otherwise provided, decisions and resolutions of the Association shall be made by the Board of Directors except as specifically requiring a vote of the Owners pursuant to these By-Laws or by law.

Section Two: Place of Meetings

Special Meetings of the Members of the Association shall be held at a suitable place convenient to the Owners as may be designated by the Board of Directors.

Section Three: Annual Meetings

Annual meetings shall be held on the second Saturday of January at a time and place designated by the Board of Directors. At such meetings, the members of the Board of Directors whose terms are set to expire and the President shall be elected by ballot in accordance with the requirements of Section Three of Article IV and Section Two of Article V of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

Section Four: Special Meetings

It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of a majority of the Board of Directors or requested by a petition presented to the Secretary and signed by the Owners representing at least twenty-five (25) percent of the Units.

Section Five: Notice of Meetings

It shall be the duty of the Secretary to mail, by first class mail, a notice of each annual or special meeting to be held. The notice shall state the purpose, time and place of the meeting. The notice shall be mailed to each Owner of record at least ten (10) but not more than thirty (30) days prior to such meeting. The notice shall be mailed to the address of each Unit Owner as shown on the records of the Association. It shall be the responsibility of each Unit Owner to notify the Secretary of the Association of any change in such address. The mailing of the notice in the manner provided by this section shall be considered notice served.

Section Six: Parliamentary Procedure

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Association may adopt.

ARTICLE IV

Board of Directors

Section One: Number and Qualifications

The Association's affairs shall be governed by a Board of Directors composed of nine (9) persons, eight (8) of whom shall be elected by each Block of Units (one (1) member by each Block of Units) and the President of the Association (to be elected by a Majority of Members), all of whom must be Owners of a Unit and at least eighteen (18) years of age. Upon the completion of the sale or other transfer of a Unit of a member of the Board of Directors, the seat of said director shall be deemed to be vacant automatically.

The President of the Association shall serve as the chief executive officer of the Association and as Chairman of the Board of Directors.

Section Two: Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs and may conduct all such acts as are not by law or by these Bylaws directed to be exercised and done by the Owners. The actions of the Board of Directors shall be subject to being overruled by a vote of a Majority of Owners. The Board of Directors and the Owners shall be subject to all requirements of and shall have all authority granted by the Pennsylvania Uniform Planned Community Act, as amended from time to time. Each member of the Board of Directors shall have one (1) vote.

In addition to the duties prescribed by these Bylaws, by resolution of the Association, or by the parliamentary authority adopted by the Association, the Board of Directors shall be responsible for ensuring that the following are done:

- (a) care, upkeep, and surveillance of the Common Area;
- (b) establishment and collection of assessments (both general and special) from the Unit Owners;
- (c) designation and dismissal of the personnel necessary for the maintenance and operation of the Common Area; and
- (d) the adoption, by a majority vote of the Board of Directors, of an annual budget for the subsequent fiscal year which shall provide for the allocation of expenses in such manner that the obligations of the Association will be met. The Association's fiscal year shall be from January 1 through December 31.

Section Three: Election and Terms

At the annual meeting of the Association, each Block of Units shall elect one member of the Board of Directors by a majority vote of the Units of that Block voting at the annual meeting. A Unit Owner may not be a member of the Board of Directors of more than one Block. If a Block of Units fails to elect a director, the vacancy shall be filled at-large by a majority vote of all Units voting at the annual meeting.

The President of the Association shall serve for a term of one (1) year. The other members of the Board of Directors shall serve for two (2) year terms and the terms shall be staggered such that four such members are elected at each annual meeting of the Association. The Board of Directors in office for the 2005 fiscal year shall determine, in its sole discretion, which members of the Board of Directors shall serve for an initial one (1) year term commencing in January, 2006. Members of the Board of Directors may serve for consecutive terms and there shall be no limit on the number of terms served.

Section Four: Vacancies

A vacancy on the Board of Directors, other than the office of President, shall be filled by a majority vote of the remaining directors at a duly called and convened regular or special meeting, even though a quorum is not present. All Unit Owners of the Block of Units for whom the vacancy is created, shall be given personal notice (by mail or hand delivery) of the vacancy and of the date and time of the meeting to fill the vacancy. Any Unit Owner from said Block of Units may apply for the vacant position by notice to the President or the Secretary of the Association. The vacancy shall be filled from among the Unit Owners in the Block of Units whose directorship has become vacant, if possible. Each person so elected shall be a director until the term of the vacant director seat expires.

Section Five: Removal of Directors

At any time, a Block of Units may remove its director by presenting to the President of the Association a petition signed by at least two-thirds of the Unit Owners within that Block of Units. Upon receipt and verification of the petition, the President shall notify the director or his/her removal and that seat shall be deemed to be automatically vacant.

Section Six: Organizational Meeting

The first meeting of the newly elected Board of Directors shall be held within ten (10) days of the annual meeting at such place as shall be fixed by the newly elected President at the annual meeting at which such directors were elected. Reasonable efforts shall be made to give notice of the meeting to the elected directors. If a majority of the new Board of Directors are present at the annual meeting, the organizational meeting may (upon approval of a majority of the members of the new Board of Directors) be held immediately after the annual meeting.

Section Seven: Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined by a majority of the directors. However, at least two such meetings shall be held during each year. Notice of the regular meetings of the Board of Directors shall be given to all Board members and to all Owners who request such notice in writing. All notices shall be given by mail or hand delivery at least seven (7) days before the meeting. Notice of the Board of Directors meetings should also be in the Association newsletter if there is one. All Board meetings (both regular and special) are open for all Unit Owners, but the Board of Directors may limit comments from the non-directors at such meetings.

Section Eight: Special Meetings

Special meetings of the Board of Directors may be called by the President or on written request of at least three directors. Notice of the special meeting of the Board of Directors shall be given to all Owners

personally, by mail, or by telephone at least seventy-two (72) hours prior to the meeting. The notice shall state the purpose, time and place of the special meeting.

Section Nine: Waiver of Notice

Before or at any meeting of the Board of Directors, any director may waive notice in writing or orally, which waiver shall be recorded in the minutes of such meeting. Such waiver shall be deemed equivalent to the giving of such notice.

Section Ten: Board of Directors' Quorum/Voting

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business. The acts of the quorum shall be the acts of the Board of Directors. Each member of the Board of Directors shall have one vote. In the event of a tie vote, the decision of the President shall control.

Section Eleven: Fidelity Bonds

The Board of Directors may require fidelity bonds for such Board members or employees as the Board of Directors may deem necessary. The premiums of such bonds shall be paid by the Association.

ARTICLE V

Officers

Section One: Designation and Qualifications

The principal officers of the Association shall be the President, the Vice-President, the Secretary, and the Treasurer. The Board of Directors may appoint such assistant officers as it deems appropriate. The principal officers shall be members of the Board of Directors. The assistant officers may be Unit Owners or a representative of the management company, accounting firm or law firm then currently representing the Association.

Section Two: Election of Officers

The President of the Association shall be elected at-large by a majority vote of the Units voting at the annual meeting and shall hold office for a term of one (1) year or until a successor is elected beginning at the close of the annual meeting at which the President was elected. All other officers of the Association shall be elected annually by the Board of Directors from among themselves, or, for assistant officers, from among other Unit Owners or professionals, at the organizational meeting of each new Board of Directors, or at any other meeting of the Board of Directors and all elected officers shall hold office at the pleasure of the Board.

Section Three: Removal of Officers

The President may only be removed by a two-thirds vote of Unit Owners at a special meeting duly called solely for the purpose of removing the President from office. Any officer besides the President may be removed with or without cause by a two-thirds vote of the Board of Directors. A successor shall be elected at either a regular or special meeting of the Board of Directors called for such purpose.

Section Four: President

The President shall be the chief executive officer of the Association and chairman of the Board of Directors. The President shall perform the duties that are prescribed by the parliamentary authority adopted by the Association, including, but not limited to, the appointment of committees from among the Owners to assist in the conduct of the Association's affairs. The President shall serve as an ex-officio member of all committees appointed by the President.

Section Five: Vice-President

The Vice-President shall perform the duties prescribed by the parliamentary authority adopted by the Association, including, but not limited to taking the place of the President and performing the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall elect a member of the Board of Directors to do so on an interim basis. The Vice-President shall also perform such other duties as shall be prescribed by the Board of Directors.

Section Six: Secretary

The Secretary shall perform the duties prescribed by the parliamentary authority adopted by the Association, including, but not limited to:

- (a) keeping the minutes of all meetings of the Board of Directors and of the Association;
- (b) maintaining such books and papers as the Board of Directors may direct; and
- (c) providing notice of all meetings.

Section Seven: Treasurer

The Treasurer shall perform the duties prescribed by the parliamentary authority adopted by the Association, including, but not limited to being responsible for:

- (a) the Association's funds and securities;
- (b) maintaining full and accurate accounts of all receipts and disbursements in books belonging to the Association; and
- (c) the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

The Board of Directors may assign all or some of the duties of the Treasurer to a Unit Owner on the Board or a Unit Owner not on the Board or a professional, such as an accountant or management company, but the appointed principal officer shall have supervisory authority and power (and ultimate responsibility) over such other Unit Owner or professional.

Section Eight: Disbursements

All disbursements of Association funds shall be approved by at least two officers (including duly elected assistant officers), one of whom must be the President or Treasurer.

ARTICLE VI

Limited Liability for Directors and Officers

Section One: Limited Liability

Members of the Board of Directors, Architectural Review Board any other committee that the Board of Directors may create, and all officers of the Association (each an "Indemnified Representative"), shall not be personally liable for monetary damages for any action taken, or failure to take any action, as a member of the Board, committee or officer, unless: (1) the member has breached or failed to perform the duties of his or her office in good faith, in a manner he or she reasonably believes to be in the best interests of the Association, and with such care, including reasonable inquiry, skill, and diligence, as a person of ordinary prudence would use under similar circumstances; and (2) the member's breach or failure to perform constitutes willful misconduct or gross negligence; provided, however, the provisions of this Section shall not apply to: (1) the responsibility or liability pursuant to any criminal statute; or (2) the liability for the payment of that member's personal taxes pursuant to local, state or federal law.

Section Two: Indemnification of Authorized Representatives.

Subject to the limitations herein set forth, the Association shall indemnify, to the fullest extent now or hereinafter permitted by law, any Indemnified Representative of the Association against all liability and expenses actually and reasonably incurred or expended in connection with any claim, suit, action or Proceeding in which he or she was involved because of anything he or she may have done or failed to do in his or her role as an authorized representative of the Association. For purposes of this Article, authorized representative shall mean a member of the Board of Directors, the Architectural Review Board, a committee or officer of the Association, or a person serving at the request of the Board of Directors.

Section Three: Determination of Entitlement to Indemnification.

Any indemnification under Section Two of this Article (unless ordered by a court) shall be made by the Association upon a determination that indemnification is permitted by then existing law and that the amount requested has been actually and reasonably incurred. Such determination shall be made:

- (1) by the members of the Board of Directors not involved in the claim, suit, action or Proceeding; or
- (2) by a disinterested person or persons named by a majority of the members of the Board of Directors not involved in the claim, suit, action or Proceeding; or
- (3) by a Majority of Owners.

Section Four: Advancing Expenses.

Expenses incurred by an Indemnified Representative in defending a claim, suit, action or Proceeding may be paid by the Association in advance of the final disposition of such claim, suit, action or Proceeding upon receipt of an undertaking by or on behalf of such Indemnified Representative to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

Section Five: Insurance or Indemnification Fund.

The Association shall have the power, but not the obligation, to create a fund of any nature, which may, but need not, be under control of a trustee, or otherwise, to secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article or otherwise.

Section Six: Scope of Article.

The indemnification of Indemnified Representatives, as authorized by this Article VI shall: (1) not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Unit Owners or disinterested Board of Directors member or otherwise, both as to action in an official capacity and as to action in another capacity; (2) continue as to a person who has ceased to be an authorized representative; and (3) inure to the benefit of the heirs, executors and administrators of such Indemnified Representative.

Section Seven: Reliance on Provisions.

Each person who shall act as an authorized representative of the Association shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article VI. The benefits of this Article VI may not be withdrawn, repealed, diminished or impaired retroactively without the consent of all parties whose rights would be affected thereby.

ARTICLE VII

Obligation of the Owners

Section One: Assessments

All Owners are obligated to pay assessments imposed by the Association to meet all Association expenses. The assessments shall be made pro rata (except for special assessments, which may be made against one or more, but less than all Units) and shall be payable at such times as directed by a majority of the Board of Directors. Such assessments shall include, but not be limited to, payments to a general operating fund and a fund for replacement of Association property. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of the Unit. An Owner forfeits his/her privilege to vote on Association issues if he/she fails to pay the required assessment within 45 days after the assessment is due to be paid. Voting privileges shall be reinstated immediately upon full payment of the assessment. The Board of Directors may assess a late payment fee not in excess of 15% of the assessment. Additionally, the Board of Directors may charge interest on any unpaid assessments at a rate determined by the Board of Directors, but not in excess of 18% per annum.

Section Two: Use of Units

All units shall be utilized for residential purposes only unless an alternative use is in conformance with applicable deed restrictions, the Hamilton NDP Urban Renewal Plan, as amended, regulations of a Municipal Historical District, City of Harrisburg ordinances and regulations, and is approved by the Board of Directors.

Section Three: Rules of Conduct

- (a) No resident shall post any advertisements or posters of any kind in or on the Association's property except as authorized by the Board of Directors.
- (b) Residents shall exercise extreme care in making noises including but not limited to pet control or using musical instruments, radios, television, and amplifiers that may disturb other residents.
- (c) Hanging or garments, rugs, or similar items from a window or from any facade of a unit is strictly prohibited.
- (d) All garbage and trash should be securely contained and controlled.

- (e) Residents shall not allow their pets to wander freely outside of the exterior part of their unit or in the Common Area.
- (f) No garbage or trash receptacles shall be stored on the sidewalk.
- (g) No commercial or other non-passenger vehicles of any type and no unlicensed or uninspected or uninsured motor vehicle of any type shall be permitted in the parking area or any other Common Area. No trailers, boats, mobile homes, motor homes, campers or recreational vehicles shall be parked overnight, stored or left unattended in the parking area or any other Common Area.

The Board of Directors shall establish a parking policy to address allocation of parking spaces among the Units and such other details as the Board of Directors deems necessary for the benefit of the Association as a whole. The Board of Directors may establish such other rules and regulations not in conflict with the Rules of Conduct or other provisions of these By-laws, subject to being overruled by a Majority of Owners. The Board of Directors may establish and levy penalties for noncompliance with the Rules of Conduct, the rules and regulations established by the Board of Directors, or these By-laws and shall have the authority to impose such penalties as the Board of Directors deems to be in the best interest of the Association.

Section Four: Architectural Review Board

- (a) The Architectural Review Board shall consist of three members of the Board of Directors appointed by the President and approved by a majority of the Board of Directors. The President shall appoint the chairman of the Architectural Review Board. Members of the Architectural Review Board may be removed at any time by a majority vote of the Board of Directors.
- (b) All modifications to Units and installations specified in Section Five of Article VIII must be in conformance with any deed restrictions, the Hamilton NDP Urban Renewal Plan, as amended, regulations of a Municipal Historic District, City of Harrisburg ordinances and regulations, and must be approved by the Architectural Review Board before such modification or installation is made by the Unit Owner, unless such approval is prohibited or restricted by law. Any modification or installation that is in conformance with any deed restrictions, the Hamilton NDP Urban Renewal Plan, as amended, regulations of a Municipal Historic District, City of Harrisburg ordinances and regulations but is not acted upon by the Architectural Review Board within thirty (30) days, will automatically be deemed approved by the Association.
- (c) Any Unit Owner may appeal a decision of the Architectural Review Board to the Board of Directors within thirty (30) days of the Architectural Review Board's decision. Unless the modification or installation is acted upon by the Board of Directors within thirty (30) days, the modification or installation shall automatically be deemed approved by the Association.

Section Five: Modification or Installations to Units that Require Approval

The following modifications or installations to Units, other than routine maintenance or repairs that do not change the character of the Unit, must be in conformance with any deed restrictions, the Hamilton NDP Urban Renewal Plan, as amended, regulations of a Municipal Historic District, and City of Harrisburg ordinances and regulations, and must be approved by the Architectural Review Board, or upon appeal, by the Board of Directors:

- (a) All exterior changes to the front, side or top of the townhouse, including but not limited to, painting the brick or trim, replacing the roof, replacing a door, adding a storm door, and replacing a window.
- (b) All exterior changes to the back of the townhouse that are above the height of the Unit's fence.
- (c) All changes to the fence excluding hardware but including changes in the height and color of the fence.
- (d) All inorganic structures, statues, artwork, and other objects, excluding:

- (1) those inorganic structures, statues, artwork, and other objects in the rear of the Unit that do not exceed the height of the unit's fence;
- (2) lawn and patio furniture;
- (3) barbecue grills;
- (4) trash cans with a capacity of less than 50 gallons; and
- (5) all items affixed to the townhouse except doorbells, door knockers, alarm system apparatus, or hanging plants but excluding all items affixed to the back of the townhouse that are below the fence line.

All changes to Units that exist as of March 5, 1988 are automatically approved and may continue to exist indefinitely upon adoption of these Bylaws. The outside utility room to be built onto units 25 through 31, inclusive, is also automatically approved.

The Architectural Review Board may issue regulations that govern the size, shape, color, or other characteristics of objects that need not be approved by the Architectural Review Board. However, the Architectural Review Board shall not issue regulations that are contrary to these Bylaws or any rules and regulations adopted by the Board of Directors. Regulations promulgated by the Architectural Review Board must be approved by a majority of the Board of Directors.

Section Six: Maintenance and Repair

- (a) Every Owner must promptly perform all maintenance and repair work within his/her own Unit which, if not performed, would adversely affect other Units or the Common Areas in its entirety or in part. In the event that any Common Area is damaged or destroyed by an Owner or any of the Owner's guests, tenants, licensees, agents, or members of the Owner's family, such Owner hereby authorizes the Association to repair said damaged area. The Association shall repair said damaged area in a good workman-like manner in conformance with the original plans and specifications of the Common Area involved, or as the area may have been modified or altered subsequently by the Association in its discretion. The amount necessary for such repairs shall become a special assessment upon the Unit of said Owner. Payment of the special assessment shall be in accordance with Section One of Article VII.
- (b) Except as otherwise provided by these Bylaws, each Unit Owner must properly maintain the exterior portions of the Unit, including sidewalks, landscaping, fences, exterior walls, roofs, and windows.
- (c) Each Unit must be maintained to remain in conformance with reasonable safety and pest control.
- (d) The Architectural Review Board may request, by certified mail, an Owner to properly maintain or repair the exterior of his/her Unit. The Owner shall complete such requested maintenance and/or repairs within thirty (30) days of the Owner's receipt of said request from the Architectural Review Board. The Architectural Review Board may, in its discretion, grant to the Owner a reasonable extension of time within which to complete the maintenance and/or repairs, provided the request for an extension is received from the Owner prior to the expiration of the thirty (30) days within which the said maintenance and/or repairs must be completed.

If the Owner fails to complete the maintenance and/or repair requested by the Architectural Review Board within thirty (30) days of receipt of notice of said request, the Association may perform such maintenance and/or repair and bill the Owner for the full cost including handling fees and penalties established by the Board of Directors. If the Owner fails to pay the said bill within forty-five (45) days, the Association may enter a lien or other legal action against the Owner's unit in the amount of the bill plus any costs, handling fees, penalties, and attorney fees associated with obtaining the lien or other legal action. The Owner shall be liable to the Association for a late payment as set forth in Section One of Article VII hereof.

The Owner may appeal requests to perform maintenance and/or repairs received from the Architectural Review Board to the Board of Directors. Appeals must state the basis for the appeal and be made in writing to

the President and the Chairperson of the Architectural Review Board within ten (10) days of the receipt of any request from the Architectural Review Board. The Board of Directors shall render a decision, which shall be final and binding, on the appeal within thirty (30) days of the receipt of the appeal by the President. Otherwise, the appeal shall be deemed granted and the request of the Architectural Review Board shall be deemed denied.

The Association shall perform no maintenance nor make any repairs to the Unit pending an appeal before the Board of Directors. If the Board of Directors denies the Owner's appeal, the Owner shall complete all required maintenance and/or repairs within twenty (20) days of the Owner's receipt of notice of the Board of Directors' decision which shall be by certified mail.

ARTICLE VIII

Severability

Section One: Severability

If any term, condition, clause or provision of these Bylaws shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from these Bylaws, and in all other respects these Bylaws shall be valid and continue in full force, effect and operation. Likewise, the failure of any person or corporation to whom these Bylaws apply to meet his or her or its obligations under any one or more of the paragraphs herein shall in no way void or alter the remaining obligations hereunder or that person or corporation.

ARTICLE IX

Enforcement of Bylaws

Section One: Enforcement

In addition to the other enforcement rights granted to the Association herein and by law, the Association reserves the right to enforce these Bylaws by whatever means available to it, including, but not limited to, legal and equitable relief. The failure of any member of the Association or the Association to take action to enforce any provision of these Bylaws shall not be deemed a waiver of enforcement and any Member, Owner or the Association may thereafter take such action in law or equity.

ARTICLE X

Amendments

Section One: Bylaws

These Bylaws may be amended by the Association in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by at least a Majority of Owners. Owners shall be given notice of such meeting as provided for in Section Five of Article III and a copy or description of the proposed amendment or amendments.

ARTICLE XI

Mortgagees and New Owners

Section One: Notice to the Association

An Owner who mortgages his/her Unit shall notify the Association through the President of the name and address of his/her mortgagee.

An Owner who sells his or her Unit shall notify the Association through the President of the name and Unit address of the new Owner or Owners.

Section Two: Notice of Assessments

The Association may inform the mortgagee of any Unit of that Unit's unpaid assessments or repair bills due from the Owner of such Unit.

I hereby certify that I am the duly elected President of the New Fox Ridge Homeowners Association and that these Amended and Restated Bylaws were duly approved and adopted by a Majority of Owners at a meeting properly noticed, called and convened on September 24, 2005, called for that purpose.

Attest: The New Fox Ridge Homeowners Association

Gail A. Varady
Secretary

By: Robert W. Unger
President

State of Pennsylvania :
County of Dauphin : SS.:

On this, the 15th day of November, 2005, before me, a Notary Public, the undersigned officer, personally appeared Robert W. Unger, who acknowledged himself to be the President of The New Fox Ridge Homeowners Association, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President of the Association.

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

Harva Owings Baughman
Notary Public
My Commission Expires: 7/12/2008
(SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Harva Owings Baughman, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires July 12, 2008

Member, Pennsylvania Association of Notaries

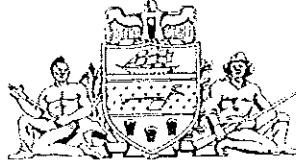
**EXHIBIT A TO AMENDED AND RESTATED BYLAWS OF
THE NEW FOX RIDGE HOMEOWNERS ASSOCIATION
Last Amended 6/23/05**

BLOCKS OF UNITS

Block Number	Units in Block
1	1, 2, 3, 4, 5, 6, 7, 8
2	9, 10, 11, 12, 13, 14, 15, 16, 17, 18
3	19, 20, 21, 22, 23, 24
4	25, 26, 27, 28, 29, 30, 31
5	32, 33, 34, 35, 36, 37, 38, 39
6	40, 41, 42, 43, 44, 45, 46, 47
7	48, 49, 50, 51, 52, 53, 54, 55
8	56, 57, 58, 59, 60, 61, 62, 63

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy



Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

Recorder of Deeds

Harrisburg, Pennsylvania

CERTIFIED END PAGE

INSTRUMENT #: 20060006184
RECORD DATE: 2/16/2006 8:16:48 AM
RECORDED BY:
DOC TYPE: AMEND
AGENT: WIX, WENGER & WEIDNER
DIRECT NAME: THE NEW FOX RIDGE HOMEOWNERS ASSOCIATION
INDIRECT NAME:

RECORDING FEES - State: \$0.50
RECORDING FEES - County: \$13.00
ACT 8 OF 1998: \$5.00
ADDITIONAL NAME FEE: \$22.00

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.



James M. Zugay, *Recorder of Deeds*

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT