

**BY-LAWS OF  
STERLING PLACE ASSOCIATION, INC.**

**ARTICLE - NAME**

1.01 The name of the Association is Sterling Place Association, Inc., a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania.

1.02 The registered office of the Association shall be located in Lancaster, Pennsylvania, or at such other place within the Commonwealth of Pennsylvania as the Board of Directors may from time to time determine.

**ARTICLE II - DEFINITIONS**

2.01 "Associate" shall be a party who shall be entitled to notice of all meetings of the Association and shall be entitled to attend and participate in such meetings, but shall not be entitled to vote nor shall be liable for any assessments. The initial Associates, who are owners of the parcels adjoining the Development, shall be Dorothy N. Elmer (as owner of the farmhouse on Block "E"), Mr. and Mrs. Willibald Zodet, and M-N Lancaster, Ltd., a Texas Limited Partnership, their respective heirs, successors and assigns. Other Associates may be afforded such status by the Board of Directors from time to time.

2.02 "Association" shall mean and refer to Sterling Place Association, Inc., its successors and assigns.

2.03 "Common Area" shall mean all real property (including the improvements thereto, if any) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Lots 6A, 57 and 108 identified as Open Space on the recorded Subdivision Plan for Section 1 of Sterling Place.

2.04 "Developer" shall mean and refer to Sterling Place Development Corp., 600-A Eden Road, Lancaster, PA 17601, its successors and assigns.

2.05 "Development" shall mean all townhouse lots and all semi-detached residence lots in Section 1 of Sterling Place, as shown on the Subdivision Plan for said section recorded in the Recorder's Office, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.06 "Lot" shall mean and refer to any plot of land to be used for building a townhouse in Section I or a semi-detached residence in Section I as shown on existing subdivision plans for said sections recorded or to be recorded in the Recorder's Office.

2.07 "Member" shall mean and refer to those persons entitled to membership as provided hereinbelow.

2.08 "Owner" shall mean and refer to the record owner, including Developer, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Development, including installment sales sellers, but excluding those having such interest merely as the security for the performance of a loan obligation.

### ARTICLE III - MEMBERS AND VOTING RIGHTS

3.01 Membership. Every Owner of a Lot in the Development shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.02 Voting Rights.

(A) The Association shall have two classes of voting membership:

(1) Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they determine, but to no event shall more than one vote be cast with respect to any Lot.

(2) Class B. The Class B member(s) shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2005.

(B) An Owner who is a Member of the Association may assign his or her membership rights to a tenant residing in the Owner's Dwelling Unit. Such assignment shall be effected by filing with the Secretary of the Association a written notice of assignment signed by the Owner. Such notice may be rescinded by a subsequent written notice.

(C) Associates shall have no voting rights.

## ARTICLE IV - MEETINGS OF ASSOCIATION

4.01 Annual Meetings. The first annual meeting of the Association shall be held on the first Monday of November next occurring one year after the date of formation of the Association. Subsequent regular annual meetings of the Association shall be held on the first Monday of November, if not a legal holiday, and if a legal holiday, then on the next secular day following at 7:30 P.M., or at such other date and time as the Board of Directors shall direct, but in no event less than annually.

4.02 Special Meetings. Special meetings of the Association may be called at any time by the President or Secretary of the Board of Directors, or upon the written request of one-fourth (1/4) of all Members entitled to vote without regard to class of membership.

4.03 Notice of Meetings. Written notice of each meeting of the Association shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than thirty (30) days in advance of the meeting to each Member entitled to vote thereat and to each Associate, addressed to the Member's and Associate's address last appearing on the books of the Association or supplied by such Member (or Associate) to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

4.04 Quorum. The presence at the meeting of the Association of Members entitled to cast or proxies entitled to cast fifty percent (50%) of the votes of each Class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

4.05 Proxies. At all meetings of the Association, each Member may vote in person or by proxy. Proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable, shall automatically cease on conveyance by the Member of his Lot, and shall only be effective for a meeting designated in the proxy.

## ARTICLE V - BOARD OF DIRECTORS

5.01 Number of Directors. The affairs of this Association shall be managed by a Board of five (5) directors subject to the following limitations:

(A) Upon the sale of twenty-five percent (25%) of the Lots in the Development, at least two (2) Members of the Board of Directors shall be Members of the Association, other than Developer.

(B) Upon the sale of fifty percent (50%) of the Lots in the Development, at least three (3) Members of the Board of Directors shall be Members of the Association, other than Developer.

(C) Upon the sale by Developer of seventy-five percent (75%) of the Lots in the Development, at least five (5) Members of the Board of Directors shall be Members of this Association, other than the Developer.

5.02 Term of Office. At the first annual meeting of the Association the Members shall select five (5) directors; three (3) directors for a term of three (3) years; two (2) directors for a term of two (2) years; after the initial annual meeting the Members shall elect at each annual meeting two (2) directors for a term of three (3) years each.

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

5.04 Compensation. No director shall receive compensation for any service he may render to the Association unless a majority of the Members of the Association shall approve such compensation upon the recommendation of the Board. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

5.05 Unanimous Consent of Directors. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS

6.01 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and one (1) or more Member of the Association. The Nominating Committee shall be appointed by the Board of Directors at its first meeting after the Annual Meeting of the Members, to serve from the time of their appointment until the close of the next annual meeting and such appointments shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members, subject to the limitations of Section 4.01 of Article IV.

6.02 Election. Upon the request of ten (10) Members of the Association, election to the Board of Directors shall be by secret written ballot. At such election the Members or

their proxies may vote, in respect to each vacancy, as many votes as they are entitled to exercise. Persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

6.03 Vacancies. The Board of Directors may fill a vacant position on the Board of Directors until the next Annual Meeting of the Members.

#### ARTICLE VII - MEETING OF DIRECTORS

7.01 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

7.02 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President or Secretary of the Association or by any one director, after not less than three (3) days notice to each director. Notice need not be given in writing.

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

#### ARTICLE VIII - POWER AND DUTIES OF THE BOARD OF DIRECTORS

8.01 Powers. The Board of Directors shall have the power to:

(A) Suspend the voting rights of a Member during any period in which such Member shall be in default in payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for any infraction of published rules and regulations;

(B) Exercise for the Association all powers and duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws;

(C) Declare the office of a Member of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors without cause shown;

(D) Employ independent contractors, or employees as they deem necessary and to prescribe their duties; and

(E) Designate new or additional "Associates" of the Association and remove such Associates as the Board in its sole discretion shall agree.

8.02 Duties. It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all acts and Association affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

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

(C) To manage, or cause to be managed, the Association, including but not limited to the following duties:

(1) Fix the amount of the annual assessment against each lot during the first quarter of each year;

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the due date of each assessment; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.

(D) Issue, or to cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not the assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of payment;

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

(F) Cause the Common Areas and any Storm Water Detention Basin to be properly maintained and insured as set forth hereinafter; and

(G) Enter into contracts on behalf of the Association for all purposes set forth herein.

## ARTICLE IX - OFFICERS

9.01 Identification of Officers. The officers of this Association shall be the president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by

resolution create.

9.02 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.

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

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

9.05 Resignation and Removal. Any officer may be removed from office for cause by the Board. Any officer may resign at any time by 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.

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

9.07 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Paragraph 9.04 of this Article.

9.08 Duties. Duties of the officers shall be as follows:

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

(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 other duties as may be required of him by the Board of Directors;

(C) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board of Directors;

(D) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; and shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year by such person as the Board of Directors may deem appropriate; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members within thirty (30) days of completion.

#### ARTICLE X - COMMITTEES

10.01 The Association shall appoint a nominating committee as provided in these By-Laws. In addition thereto, the Board of Directors may appoint such other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE XI - BOOKS AND RECORDS

11.01 Books and records and papers of the Association shall, at all times, during reasonable business hours, be subject to inspection by any Member or Associate. Articles of Incorporation, the By-Laws and any amendments thereto shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

#### ARTICLE XII - MAINTENANCE ASSESSMENTS

12.01 Lien of Assessments. The Developer, for each Lot owned within the Properties, subject to the provisions of Section 12.07 below, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) Annual assessments or charges; and

(B) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due. The personal obligations for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

12.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for:

(A) the maintenance of the storm water detention basins, easements, drains and other appurtenances located in the Common Areas;

(B) the maintenance and improvement of any Common Areas within the Development;

(C) the maintenance of any pathways to and from Hamilton Elementary School;

(D) the maintenance of any recreational areas within the Common Areas; and

(E) such other purposes as the Board of Directors may determine from time to time.

12.03 Base Assessment. The Association shall levy upon the third party purchaser of all Lots from the Developer or the Developer's builder, at settlement, an initial base assessment of One Hundred Dollars (\$100.00), the proceeds of which shall be used as a reserve and working capital for the maintenance of the lawns, grounds, trees, shrubbery and athletic equipment (if any) in the Common Area, the maintenance of all stormwater detention basins and easements in the Common Area and for such other purposes as the Board of Directors may from time to time determine.

12.04 Annual Assessments. The Annual Assessment for calendar year 1998 shall be fixed at One Hundred Dollars (\$100.00). In subsequent years, the annual base assessment shall be fixed by the Board of Directors subject to the limitations hereinafter imposed. Any proposed increase in the annual Base Assessment exceeding five percent (5%) of the preceding year's Base Assessment shall require the ratification by two-thirds (2/3) of each class of members, in person or by proxy, at a meeting duly called for this purpose.

12.05 Special Assessments for Maintenance. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any maintenance costs or deficit incurred in that or any prior year, provided that if any such special assessment, when added to the Annual Assessment, exceeds one hundred five percent (105%) of the previous year's Annual Assessment, then the portion of said special assessment exceeding one hundred five percent (105%) of the previous year's Annual Assessment, shall be subject to affirmative ratification by two-thirds (2/3) of each class of Members, voting in person or by proxy, at a special meeting called for that purpose. Any special assessments for maintenance pursuant to this paragraph shall be assessed against all Lots on a prorata basis, subject only to the provisions of Section 12.07 hereinafter.

12.06 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

12.07 Uniform Rate of Assessment. Except as provided in this Paragraph 12.07, both annual and special assessments shall be fixed at a uniform rate for all Lots. While there is a Class B membership, the Developer shall pay no annual or special assessments on any Lots owned by the Developer. Developer shall, however, underwrite any difference between the actual expenses of the Association and assessments levied (subject to annual assessment increases as provided herein) until Class B membership converts to Class A membership in accordance with Paragraph 3.02 above. At that time, Developer's obligation to underwrite any shortfall on behalf of the Association as set forth above shall terminate; however, upon the conversion of Class B membership to Class A membership, the Developer shall pay any Annual or Special Assessment on unimproved Lots owned by the Developer (i.e., lots on which no dwelling unit has been completed) and on Lots owned by the Developer with unoccupied dwelling units at a rate equal to twenty-five percent (25%) of the assessment rate applicable to Lots owned by Owners other than the Developer. Should the conversion of Class B membership to Class A membership occur at any other time other than January 1 of any year, then the Special or Annual Assessment shall be prorated for the remainder of that year.

12.08 Due Date and Commencement of Annual Assessment. The Annual Assessment provided for in Paragraph 12.04 above shall commence as to each Lot upon the earlier of the conveyance thereof from the Developer or the Developer's builder to the Owner or the occupancy of a residential structure on a Lot, whichever shall first occur. Owner shall pay at settlement the then current year assessment for each Lot, pro-rated to the date of settlement plus the reserve amount set forth in Paragraph 12.03 above. The Board of Directors shall fix the amount of the annual assessment against each Lot during the fourth quarter of each prior year. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. The Annual Assessment may be billed annually, quarterly or monthly as determined by the Board of Directors.

12.09 Effect of Non-Payment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate per annum as permissible by FHA, VA or FHMA as appropriate. In the event no such rate is applicable, the rate of interest shall be eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclosure the lien

against the property and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot. To further secure this obligation, the owner of each lot, by the execution of an affidavit acknowledging receipt of a copy of these by-laws, hereby irrevocably authorizes the Prothonotary or any attorney of any court of record to appear for them at any time and confess judgment, without proceeds in favor of the Association for such amount as may appear to be unpaid thereon, whether due or not, together with costs and attorney's fees in the amount of five percent (5%) but not less than, and to waive and release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that their said attorney may do by virtue hereof.

12.10 Subordination of Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any judicial proceeding in lieu thereof on any first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

### ARTICLE XIII - INSURANCE

13.01 Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Annual Assessments made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Dwelling Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a Common Expense of the Association to be included in the regular Common Assessments of the Owners, as levied by the Association. The insurance coverage with respect to the

Dwelling Units shall be written in the name of, and the proceeds thereof shall be payable to the Association as Trustee for the Homeowners.

13.02 Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Lot Owners. In the event that the Association is maintaining blanket casualty and fire insurance on the dwelling units, the Association shall repair or replace the same from the insurance proceeds available. To the extent any such damage to the Common Area Improvements is caused by a Lot Owner or their families, guests or invitees, the liability of such Lot Owner shall be governed by the laws of the Commonwealth of Pennsylvania. In the event that the Association is maintaining blanket casualty and fire insurance on the Dwelling Units, the Association shall repair or replace the same from the insurance proceeds available.

13.03 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

#### **ARTICLE XIV - AMENDMENTS**

14.01 Meetings. These By-Laws may be amended at an annual or special meeting of the Association, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration, the Veterans' Administration, or the Federal National Mortgage Association shall have the right to veto amendments while there is Class B Membership.

14.02 Conflicts. In the case of any conflicts between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflicts between the Declaration of Restrictions, as amended, and these By-Laws, the Declaration of Restrictions, as amended, shall control.

#### **ARTICLE XV - INDEMNIFICATION**

15.01 The Association shall indemnify and hold the Developer harmless from any and all liability, claims, damages or causes of action, including attorneys' fees hereafter arising out of or relating to the maintenance of the common areas, storm water detention basins, and the improvement and maintenance of any pathways, recreation facilities, and common open space located in the development.

## ARTICLE XVI - MISCELLANEOUS

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

16.02 FHA. VA. FNMA Compliance. It is intended that these By-Laws and the formation and operation of the Association as set forth herein shall comply with all requirements of the Federal Housing Administration (FHA), the Veterans' Administration (VA), and the Federal National Mortgage Association (FNMA). In the event it is necessary to modify or alter any By-Law set forth herein or with respect to the addition of properties, said amendment shall be made by the Board of Directors and each Member shall have deemed to have agreed to said amendment. Said amendment need not be made pursuant to the terms of Article XIV herein.

16.03 Lancaster Township Compliance. All actions by the Association, the Developer and Owners shall be in full compliance with all terms of decisions rendered by the Supervisors of Lancaster Township and Sterling Place Development Corp. which affect this property. No amendment of these By-Laws shall be effective unless such amendment shall have been reviewed by the Board of Supervisors of Lancaster Township solely for the purpose of ascertaining whether the amendment is in full compliance with all current laws, rules, regulations and ordinances applicable to the Sterling Place and in compliance with all terms and conditions of the approvals and decisions affecting this Development.