

BY-LAWS
OF
NORTH WOODLAND ROAD HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
INTRODUCTORY PROVISIONS

Section 1.1. Applicability. These By-Laws provide for the governance of the North Woodland Road Homeowners Association, Inc. (the "Association") which consists of all Owners of Lots within Parcels 4, 5B and 5C as shown on the Revised Greystone Plan an Improvement Subdivision Site Plan, of record in the Allegheny County Recorder of Deeds Office in Plan Book Volume 142, pages 24 and 25 (the "Plan") as well as all Owners of Condominium Units within Parcel 5A as shown on the Plan, and as provided in the Declaration of Conditions, Restrictions and Easements recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7416, Page 342 (hereinafter referred to as "the Declaration").

Section 1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these By-Laws pertain. In addition, the following words shall have the following meanings:

A. Assessment - shall mean and refer to the pro-rata share, to be paid by each Lot within Parcels 4, 5B and 5C in the Plan and each Condominium Unit within Parcel 5A in the Plan, of the costs for the care, maintenance and repair of all Association Areas, Common Ground and the Road.

B. Association Areas - shall mean those portions of Parcels 4, 5B and 5C in the Plan other than the single family townhouse lots subsequently subdivided by Developer from such Parcels and all improvements located in such portions.

C. Association Expenses - shall include, but not be limited to, the expenses and costs in caring for, maintaining, repairing and improving all Association Areas, Common Ground, Sewer and the Road.

D. Common Ground - shall mean Parcel 5D as shown on the Plan, except for that part of the Road located on Parcel 5D.

E. Condominium - shall mean Greystone Condominium, which Condominium will be created by Developer under the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §3101, et seq. ("the Act") by submitting Parcel 5A as shown on the Plan to the provisions of the Act.

F. Declaration - shall mean that certain Declaration of Covenants, Conditions, Restrictions and Easements dated October 15, 1986 and recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7416, Page 342.

G. Developer - shall mean Greystone Associates, Inc., a Pennsylvania corporation, its successors and assigns.

H. Homeowners - shall mean and refer to all of the Owners of Lots within Parcels 4, 5B and 5C as shown on the Plan and all of the Owners of Condominium Units within Parcel 5A as shown on the Plan. In the event that the contingent easement described in Section 12.3 of the Declaration is opened and improved, then, and only in such event, the owners of Parcels 1A and 1B as shown on the Plan shall automatically be deemed Homeowners. Developer shall be deemed a Homeowner with respect to any Lot or Condominium Unit owned by Developer.

I. Lot - shall mean the single family townhouse lots to be subdivided by Developer from Parcels 4, 5B and 5C in the Plan.

J. Road - shall mean those private roadways running through Parcels 4, 5A, 5B, 5C and 5D in the Plan collectively known as "North Woodland Road."

Section 1.3. Compliance. Pursuant to the provisions of the Declaration, every Homeowner and all persons entitled to occupy a Lot or Condominium Unit within Parcels 4, 5A, 5B and 5C as shown on the Plan shall comply with these By-Laws.

Section 1.4. Office. The office of the Association shall be located at such place as may be designated from time to time by the Executive Board; PROVIDED, HOWEVER, that the office of the Association shall at all times be located in Allegheny County, Pennsylvania.

ARTICLE II

THE ASSOCIATION

Section 2.1. Composition. The Association is hereby organized on the date hereof as a non-profit, non-stock

Pennsylvania corporation. The Association shall consist of all of the Homeowners acting as a group pursuant to the Declaration and these By-Laws. The Association shall have the responsibility of establishing the means and methods of collecting Assessments and charges so as to satisfy all Association Expenses and perform all of the other acts that may be required or permitted to be performed by the Association pursuant to the Declaration. The foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in these By-Laws.

Section 2.2. Annual Meetings. The annual meetings of the Association shall be held on the third Monday of September of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Homeowners in accordance with the requirements of Section 3.2 of these By-Laws and such other business as may properly come before the meeting may be transacted.

Section 2.3. Place of Meetings. Meetings of the Association shall be held at the office of the Association or at such other suitable place convenient to the Homeowners as may be designated by the Executive Board.

Section 2.4. Special Meetings.

a. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary-Treasurer by fifty (50%) percent of the Homeowners. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within ten (10) days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure pursuant to Section 5.8 below, such meeting shall be held within ten (10) days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

b. Within sixty (60) days after conveyance of seventy-five (75%) percent of the Lots within Parcels 4, 5B and 5C and the Condominium Units within Parcel 5A to Homeowners other than the Developer, a special meeting of the Association shall be held at which time the Homeowners shall thereupon elect the Executive Board. Such Executive Board shall serve until the annual meeting of the Association following the meeting at which they were elected.

Section 2.5. Notice of Meetings. The Secretary-Treasurer shall give to each Homeowner written notice of each annual or regularly-scheduled meeting of the Association at least twenty

(20) but not more than thirty (30) days, and of each special meeting at least ten (10) but not more than twenty (20) days, prior to such meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this Section and Section 8.1 of these By-Laws shall be considered service of notice.

Section 2.6. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Homeowners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original meeting was called.

Section 2.7. Voting. Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Homeowner is entitled shall be a percentage equal to a fraction the numerator of which shall be the number of square feet in each Homeowner's townhouse or Condominium Unit and the denominator of which shall be the total number of square feet contained within all townhouses erected on Parcels 4, 5B and 5C and the total number of square feet within all Units in the Condominium. All decisions at any duly convened meeting of the Association, at which a quorum is present, shall be adopted only with the vote and approval of a majority, according to the percentage method of voting established herein, of the Homeowners entitled to vote at such meeting.

Section 2.8. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Homeowner in favor of only another Homeowner, a holder of a mortgage on a Lot or Condominium Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one (1) year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

Section 2.9. Quorum. Except as set forth below, the presence in person or by proxy of thirty (30%) percent of the Homeowners at the commencement of a meeting shall constitute a quorum at all meetings of the Association.

Section 2.10. Conduct of Meetings. The President (or in his absence, the Vice-President) shall preside over all meetings of the Association and the Secretary-Treasurer shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the

Association when not in conflict with the Declaration or these By-Laws.

ARTICLE III

EXECUTIVE BOARD

Section 3.1. Number; Qualification and Appointment. The affairs of the Association shall be governed by an Executive Board which shall be composed of five (5) persons, all of whom shall be Homeowners.

Section 3.2. Initial Appointment, Successors and Term of Office. Until such time as seventy-five (75%) percent of the aggregate number of Lots in Parcels 4, 5B and 5C and Condominium Units in Parcel 5A are sold by Developer, all the powers and functions of the Executive Board shall be assumed by Developer. Within ninety (90) days of the conveyance of seventy-five (75%) percent of the Lots in Parcels 4, 5B, 5C and Condominium Units in Parcel 5A Developer shall arrange a meeting of the Homeowners at which meeting the Executive Board shall be elected by the Homeowners, including Developer if at the time of such election Developer is the owner of a Lot, Townhouse or Condominium Unit. The Executive Board so chosen shall serve until the next annual Association meeting at which meeting a new Executive Board shall be elected. Thereafter, a new Executive Board shall be elected at each annual Association meeting.

Section 3.3. Condominium Representative. The President of the Condominium Association shall automatically be a member of the Executive Board so that at all times at least one (1) member of the Executive Board is an owner of a Condominium Unit.

Section 3.4. Removal or Resignation of Members of the Executive Board. After election of the Executive Board by the Homeowners pursuant to Section 3.2 hereof, any one or more of the members of the Executive Board may be removed with or without cause by Homeowners entitled to cast seventy-five (75%) percent of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created.

Section 3.5. Vacancies. Vacancies in the Executive Board shall be filled by such other Homeowner as may be selected by the remaining members of the Executive Board. Any member of the Executive Board so selected shall serve for the unexpired term of his or her predecessor.

Section 3.6. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 3.7. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by the majority vote of the members of the Executive Board; PROVIDED, HOWEVER, that such meetings must take place within Allegheny County, Pennsylvania, and such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail or telegraph, at least twenty (20) business days prior to the day named for such meeting.

Section 3.8. Special Meetings. Special meetings of the Executive Board may be called by the President on at least ten (10) business days' notice to each member, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 3.9. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.10. Quorum of the Executive Board. At all meetings of the Executive Board at least three (3) members must be present to constitute a quorum for the transaction of business; PROVIDED, HOWEVER, that no action may be taken at a meeting by the Executive Board affecting the Condominium or a Condominium Unit unless the President of the Condominium Association is present at such meeting. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.11. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any actual out-of-pocket expenses incurred in the performance of his duties.

Section 3.12. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board

meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings.

Section 3.13. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

ARTICLE IV

OFFICERS

Section 4.1. Designation. The officers of the Association shall be the President, the Vice President and Secretary-Treasurer, all of whom shall be members of the Executive Board.

Section 4.2. Election of Officers. The officers of the Association shall be elected annually by the Homeowners at the Association's annual meeting and shall hold office at the pleasure of the Executive Board.

Section 4.3. Removal of Officers. Upon the affirmative vote of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

Section 4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania. The President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President. The Vice President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

Section 4.6. Secretary-Treasurer.

a. The Secretary-Treasurer shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Homeowners and holders of mortgagees on any Lots within Parcels 4, 5B, 5C and Condominium Units within Parcel 5A shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. The Secretary-Treasurer shall, upon request, provide any person, or cause to be provided to any person entitled thereto a written statement or certification with respect to the status of assessments levied pursuant to the Declaration. The Secretary-Treasurer shall also have the responsibility for the safe keeping of the Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board and the Association, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

b. Upon the unanimous vote of the Executive Board, the Association may hire a qualified individual to perform the responsibilities of the Secretary/Treasurer set forth in this Section.

Section 4.7. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations shall be executed by both the President and Vice-President of the Association. If so directed by the Executive Board, the Secretary-Treasurer may execute checks of the Association.

Section 4.8. Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties.

ARTICLE V

ASSOCIATION EXPENSE; BUDGETS

Section 5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

Section 5.2. Preparation and Approval of Budget.

a. On or before the first day of November of each year, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay all Association Expenses and other expenses that may be declared to be Association Expenses by the Declaration, these By-Laws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Association Areas, Common Ground and Road and the rendering to the Homeowners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.

b. On or before the next succeeding tenth (10th) day of November, the Executive Board shall make the budget available for inspection at the Association office and shall send to each Homeowner a copy of the budget in a reasonably itemized form that sets forth the amount of the Association Expenses. Such budget shall constitute the basis for determining each Homeowner's Assessment for Association Expenses and shall automatically take effect at the beginning of the fiscal year for which it is adopted.

c. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

Section 5.3. Assessment and Payment of Association Expenses.

a. Association Expenses. The Executive Board shall calculate each Homeowner's Assessment for Association Expenses, to be paid monthly by multiplying (a) the total amount of the estimated funds required under Article X of the Declaration as set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from sources other than Association Expense assessments by (b) a fraction, the numerator of which shall be the number of square feet within the Homeowners'

townhouse or Condominium Unit and the denominator of which shall be the total number of square feet contained within all forty (40) townhouses erected or to be erected on Parcels 4, 5B and 5C and the total number of square feet within all six (6) Units in the Condominium and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such Assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Homeowner's Lot or Condominium Unit as provided in the Declaration. Within sixty (60) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Homeowner and to each record holder of a mortgage on a Lot or Condominium Unit who has registered an address with the Secretary an itemized accounting of the Association Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Association Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the in accordance with the formulae set forth herein and shall be payable in one or more monthly payments, as the Executive Board may determine.

b. Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Homeowner's Assessment, the Executive Board may at any time levy further Assessments for Association Expenses which shall be assessed against the Homeowner according to formulae set forth in sub-paragraph a. hereof and shall be payable in one or more monthly assessments as the Executive Board may determine.

Section 5.4. Further Assessments. The Executive Board shall serve notice on all Homeowners of any further Assessments pursuant to Sections 5.3a or 5.3b or otherwise as permitted or required by the Declaration and these By-Laws by a statement in writing giving the amount and reasons therefor, and such further Assessments shall, unless otherwise specified in the notice, become effective with the next monthly Assessment which is due. All Homeowners so assessed shall be obligated to pay the amount of such monthly Assessments. Such Assessments shall be a lien as of the effective date set forth in the Declaration.

Section 5.5. Initial Budget. At or prior to the time assessment of Association Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal

year during which such commencement date occurs. Assessments shall be levied and become a lien against each Lot within Parcels 4, 5B and 5C and Condominium Units within Parcel 5A as is provided in the Declaration.

Section 5.6. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Homeowner's obligation to pay his Assessment as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Homeowner shall continue to pay each monthly Assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

Section 5.7. Accounts; Audits. All sums collected by the Executive Board with respect to Assessments against the Homeowners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices.

Section 5.8. Payment of Association Expenses. Each Homeowner shall pay his Assessment pursuant to the provisions of this Article V. No Homeowner may exempt himself from liability for his Assessment by waiver of the use or enjoyment of any of the Association Areas or by abandonment of his Lot or Condominium Unit. No Homeowner shall be liable for the payment of an Assessment assessed against his Lot or Condominium subsequent to the date of recordation of a conveyance by him in fee of such Lot or Condominium Unit. The purchaser of a Lot or Condominium Unit shall be jointly and severally liable with the selling Homeowner for all unpaid Assessments against the latter up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Homeowner amounts paid by the purchaser therefor; PROVIDED, HOWEVER, that at the cost of the selling Homeowner, any such purchaser shall be entitled to a statement setting forth the amount of the unpaid Assessments against the selling Homeowner's Lot or Condominium Unit within five (5) days following a written request therefor to the Executive Board and such purchaser shall not be liable for, nor shall the Lot or Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; AND, PROVIDED, FURTHER that in no event will the lien for any unpaid Assessment take priority over the lien of any mortgage used to finance the purchase of any Lot or Condominium Unit if such mortgage is recorded prior to the Association's filing a notice in the Allegheny County Recorder of Deeds Office of such unpaid Assessment.

Section 5.9 Statements to Mortgagees. Any holder of a mortgage encumbering any Lot within Parcels 4, 5B or 5C or Condominium Unit within Parcel 5A, shall, at the cost of the relevant

Homeowner, automatically receive the following unless such mortgagee gives written direction to the contrary to the Executive Board:

a. Copies of budgets, notices of assessment, or any other notices or statements provided by the Executive Board to the Homeowner covered by the mortgage;

b. Any audited or unaudited financial statement of the Association which are prepared for the Association and distributed to the Homeowners;

c. Copies of notices of meetings of the Association and the right to designate a representative to attend such meetings;

d. Notice of any default by the Homeowner which is subject to the mortgage, where such default is not cured by the Homeowner within thirty (30) days after the giving of notice by the Association to the Homeowner of the existence of the default;

e. Notice of any litigation affecting or concerning the Association, including, without limitation, any litigation alleging a breach or violation of the Agreement.

Section 5.10. Collection of Assessments. The Executive Board shall take prompt action to collect any Assessments due from any Homeowner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any Assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of 5% of the overdue Assessment in addition to interest at the rate set forth in the Declaration or such other rate as may be determined by the Executive Board.

Section 5.11. Statement of Association Expenses. The Executive Board shall promptly provide any Homeowner, contract purchaser or proposed mortgagee so requesting the same in writing, with a written statement of all unpaid Assessments due from such Homeowner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation.

ARTICLE VI

COMPLIANCE AND DEFAULT

Section 6.1. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration and these By-Laws as any of the same may be amended from time to time. In addition to the remedies provided in the Declaration, a default by a Homeowner shall entitle the Association, acting through its Executive Board, to the following relief:

a. Additional Liability. Each Homeowner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Lot or Condominium Unit. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

b. No Waiver of Rights. The failure of the Association, the Executive Board or of any Homeowner to enforce any right, provision, covenant or condition which may be granted by the Declaration or these By-Laws shall not constitute a waiver of the right of the Association, the Executive Board or any Homeowner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Homeowner pursuant to any term, provision, covenant or condition of the Declaration or these By-Laws shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these By-Laws, or at law or in equity.

c. Abating and Enjoining Violations by Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration shall give the Executive Board the right, in addition to any other rights: (a) to enter the Lot or Condominium Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Homeowner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to

enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VII

AMENDMENTS

Section 7.1. Amendments to By-Laws. These By-Laws may be modified or amended only by three-quarters (75%) vote, according to the percentage method of voting established herein, of the Homeowners, except as otherwise expressly set forth herein. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these By laws that is defective, missing or inconsistent with any other provision hereof, or the Declaration, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Homeowners, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Section 7.2. Approval of Mortgagees. These By-Laws contain provisions concerning various rights and interests of record holders of mortgages on Lots and Condominium Units. Such provisions in these By-Laws are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of these By-Laws impairing or affecting such rights, priorities, remedies or interest of such a holder shall be adopted without the prior written consent of such holders who have registered an address with the Secretary.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notices. All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (i) if to a Homeowner, at the single address which the Homeowner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot or Condominium Unit of such Homeowner, or (ii) if to the

Association or the Executive Board, at the principal office of the Association or at such other address as shall be designated by notice in writing to the Homeowners pursuant to this Section. If a Lot or Condominium Unit is owned by more than one person, each such person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 8.2. Indemnity. Each present, former or future officer or Executive Board member of the Association shall be indemnified by the Association for reasonable expenses and against any liabilities (other than any amount paid to the Association), paid or incurred by him in connection with any threatened or actual claim, action, suit or proceeding in which he may be involved, as a party or otherwise, by reason of his being or having been an officer, Executive Board member or the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with matters covered by the settlement which a majority of the disinterested members of the Executive Board or counsel for the Association, if requested by the Executive Board, shall determine did not involve a breach of duty by the person to be indemnified. Any expenses incurred by any such person may be advanced by the Association upon receipt of a proper undertaking to repay the same in the event such person is determined not to be entitled to indemnification. The foregoing right of indemnification shall be in addition to the not in abridgement to any right of indemnification provided by law.

Section 8.3. Captions. The captions used herein are inserted solely as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 8.4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 8.5. Duration. These By-Laws shall continue and be binding upon Developer and Developer's successors and assigns, and upon each Homeowner and all Homeowners from time to time of any Lot within the Parcels 4, 5B and 5C, and Condominium Units within Parcel 5A and all other persons claiming by, under or through them. These By-Laws shall run with the Lots in Parcels 4, 5B and 5C, and Condominium Units within Parcel 5A and be binding upon all parties having any right, title or interest in the Lots in Parcels 4, 5B and 5C, and Condominium Units within Parcel 5A or any part thereof, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit

of each Homeowner. In the event the contingent easement described in Section 12.3 of the Declaration is opened and improved, then, and only in such event, these By-Laws shall automatically become binding upon the owners of Parcels IA and IB as shown on the Plan, shall run with Parcels IA and IB and be binding upon all parties having any right, title or interest in Parcels IA and IB or any part thereof, their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the owners of Parcels IA and IB as shown on the Plan.

ACKNOWLEDGMENT

COUNTY OF ALLEGHENY)
)
COMMONWEALTH OF PENNSYLVANIA) SS:

I hereby certify that on the 26th day of December, 1996, before me, the undersigned authority, a Notary Public, in and for said Commonwealth and County, personally appeared Carl Max Janavitz, Vice-President of the North Woodland Road Homeowners Association, Inc., who being duly sworn according to law, acknowledged the within By-Laws are the act and deed of the North Woodland Road Homeowners Association, Inc. to the end that they may be recorded as the By-Laws of said organization.

Susan M. Merhaut

Notary Public

My commission expires:

