

CORRECTIVE AMENDMENT TO THE BYLAWS OF
VILLAGE AT MARSHALL RIDGE, A PLANNED COMMUNITY

WHEREAS, Village at Marshall Ridge Homeowners Association (the “Association”) is a planned community located in the Township of Marshall, Allegheny County, Pennsylvania, and was created and declared pursuant to the Uniform Planned Community Act of Pennsylvania, 68 Pa. C.S. 5101, *et. seq.*, (the “Act”) by the recording of the Declaration of Village at Marshall Ridge, a Planned Community, at the Allegheny County Department of Real Estate at Deed Book Volume 15046, Page 57, as amended by the First Amendment to the Declaration of Village at Marshall Ridge, a Planned Community, recorded at the Allegheny County Department of Real Estate at Deed Book Volume 15517, Page 528, as amended by the Second Amendment to the Declaration of Village at Marshall Ridge, a Planned Community, recorded at the Allegheny County Department of Real Estate at Deed Book Volume 15870, Page 207, as amended by the Third Amendment to the Declaration of Village at Marshall Ridge, a Planned Community, recorded at the Allegheny County Department of Real Estate at Deed Book Volume 16160, Page 95, as amended by Corrective Amendment to the Declaration of Village at Marshall Ridge, a Planned Community, recorded at the Allegheny County Department of Real Estate at Deed Book Volume 18496, Page 72 (hereinafter collectively “the Declaration”); and

WHEREAS, pursuant to the Declaration and the Act, Bylaws were duly adopted on behalf of the Association; and

WHEREAS, Section 8.9 of the Declaration provides that the Executive Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent

WHEREAS, Article III, Section 3.2 of the Bylaws provides that all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of \$250.00 shall be executed by any two (2) officers of the Association and all such instruments for expenditures or obligations of \$250.00 or less may be executed by any one officer of the Association; and

WHEREAS, the authority to delegate responsibilities such as the execution of checks drawn on the bank accounts of the Association, on behalf of the Association, is unambiguously defined in the Declaration and the Association has and may continue to delegate such authority to the property manager; and

WHEREAS, pursuant to Section 5203 of the Uniform Planned Community Act, to the extent of any conflict between the terms of the Declaration and the Bylaws, the terms of the Declaration will prevail; and

WHEREAS, Section 5219 of the Act and Section 7.1 of the Bylaws provides that 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 Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act 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 Members or the holders of any liens on all or any part of the Property, 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; and

WHEREAS, the Executive Board is in receipt of an opinion from independent legal counsel that the within amendment is permitted by the terms of the Act and the Bylaws; and

NOW THEREFORE, the Bylaws are hereby amended as follows:

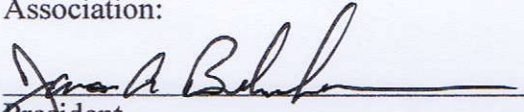
FIRST: The above recitals are incorporated herein by reference.

SECOND: Section 4.8 of the Bylaws is hereby deleted in its entirety.


THIRD: Except to the extent of any inconsistency herewith, all of the remaining provisions of the Bylaws of Village at Marshall Ridge Homeowners Association shall remain in full force and effect.

Adopted this 15th day of DECEMBER, 2021.

Village at Marshall Ridge Homeowners
Association:



President



Secretary