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AMENDED BY-LAWS, CONDITIONS AND RESTRICTIONS

FOR

THE MANSIONS OF NORTH PARK HOMEOWNERS ASSOCIATION

TOWNSHIP OF McCANDLESS

ALLEGHENY COUNTY, PENNSYLVANIA

ARTICLE I

Definitions

- Section 1. **“Assessment(s)”** shall mean all costs for general maintenance, management, contracts, costs, charges, fees, and all other expenses incurred in the operation of the Association that it may be obliged to pay for the benefit of the Owners.
 - A. **General Assessment** – a determination of costs, any and all, for the general or routine operation of the Association and collected in quarterly year intervals.
 - B. **Special Assessment** – shall be those costs or expenses incurred and applicable as a special/particular repair or maintenance cost assessment for those costs and expenses that benefit the Common Area and/or the Association generally.
 - C. **Limited Assessment** – shall be those costs or expenses incurred and applicable as a special/particular repair or maintenance cost assessment which will particularly benefit any one Lot or Unit or any group of Lots of Units.
- Section 2. **“Association”** shall mean The Mansions of North Park Homeowners Association, its successors and assigns.
- Section 3. **“Board of Directors”** shall mean the Board of Directors of the Association governing as provided by the Declaration and the By-Laws, Conditions and Restrictions of the Association.
- Section 4. **“By-Laws”** means such governing rules, regulations, restrictions and policies as are adopted by the Board of Directors to manage and regulate the Property including any and all revisions/amendments as adopted from time to time.
- Section 5. **“Common Areas”** shall mean the Property (including the improvements or additions thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of conveyance of the first Lot and described as Exhibit “A” in the Declaration.
- Section 6. **“Common Area Expenses”** shall be the costs and expenses incurred for the maintenance, improvement and repairs relating to the Common Areas and any

other costs and expenses incurred by the Association for the benefit of the Owners.

- Section 7. **“Lot”** shall mean and refer to any plot of land shown upon any recorded plan of the property and used for residential purposes.
- Section 8. **“Property”** shall mean that certain real property or properties as described in the Declaration’s Exhibit “A”.
- Section 9. **“Owner”** shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Unit. As to any rights, privileges and duties as they relate to the using of anything on and to any part of the Property, “Owner” shall include occupants, guests and invitees.
- Section 10. **“Unit/Dwelling”** shall mean any townhouse structure or any portion of a structure situate upon a Lot which is designed and intended for the use and occupancy as residence by a single family and shall include the stoop patios, steps and decks where applicable.

ARTICLE II Property Rights

- Section 1. **Owner’s Easement of Enjoyment.** Every Owner has the right and easement of use and enjoyment upon the Common Areas, which shall be pertinent to and shall pass with title to every Unit.
- Section 2. **Delegation of Use.** Any Owner may delegate his/her right of enjoyment to his/her property and to the Common Areas to the members of his/her family and to his/her guests subject to such rules and regulations as the Association may adopt from time to time, subject to such notices as it may cause to be posted; provided, however, that there shall be no subrogation of the duty of any Owner to pay assessments made upon him/her and upon his/her Unit. A lease to tenants shall operate as a delegation. Tenants shall be held to the same standards of conduct as an Owner. All leases shall contain a clause providing that the tenant be subject to all Rules and Regulations as adopted by the Association.
- Section 3. **Rights and Obligations – Easements**
- A. Owners, occupants and guests shall make use of easements only as are reasonable and not otherwise; no Owner and no guest or invitee of Owner may in any way interfere with the proper use or uses by others of the Property. Any issue over what is “proper” shall be resolved under Section 4 of this Article.
- B. Easements shall exist as are deemed necessary and shall be of every kind, description and purpose as they exist recognized in their “as built” positions

and transferred to the Association. Easements shall exist for the purpose of access to the Common Areas, provision of utility of service, facilitation of surface drainage and for all other purposes arising from common need and common amenities of the Owners.

Section 4. **Disputes.** Any disputes between Owners with respect to the Common Areas shall be resolved by the Board of Directors of the Association. The Board, at its own discretion, shall establish necessary rules and/or procedures to resolve any disputes.

Section 5. **Parking Rights.** Any Owner of a Unit may have as many as two (2) vehicles parked immediately in front of the Owner's garage doors. No vehicle may be parked in such a manner that it would prevent the easy navigation of a neighboring Owner's vehicle entering or exiting his/her garage. No vehicle may be parked permanently or routinely in areas of the Common Property designated and assigned to visitor or guest parking. No vehicle may be parked in any other areas of the Property other than those described including public and non-public roadways.

ARTICLE III The Association

Section 1. **Organization.** The Association is a non-profit Pennsylvania organization charged with the duties and vested with the powers prescribed by law and set forth by these By-Laws, Conditions and Restrictions and the Declaration. The Articles herein contained may not be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. In the event of such inconsistency, the provisions of the Declaration shall control. The officers and directors of the Association shall be required to be members of the Association. The Board of Directors and officers of the Board that the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Declared Covenants, By-Laws, Conditions and Restrictions as adopted by the Association.

Section 2. **Membership and Voting Rights**

A. **Membership.** Every Owner shall be a member of the Association.

B. **Voting Rights.** All Owners are entitled to one (1) vote for each Unit owned. When more than one person is a legal titleholder in a Unit, all such Owners shall be members with votes jointly determined and votes so determined shall be considered as a single vote. In no event shall more than one vote be cast with respect to any Unit. Except as otherwise provided for herein, a simple majority of those voting in person or by proxy at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association.

Section 3. **Meetings – Elections of Board of Directors**

- A. **Annual Meetings.** The members of the Association shall conduct an annual meeting at which the Board of Directors shall be elected and the annual budget passed.
- B. **Special Meetings.** Special Meetings may be called by the Board of Directors and/or the Owners as necessary.
- C. **Quorum.** The presence in person or by proxy of forty (40%) percent or more of the Owners at the commencement of a meeting shall constitute a quorum at all meetings of the Association.
- D. **Proxy.** A vote may be cast in person or by proxy. A proxy may be granted by any Owner in favor of another Owner. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary prior to the meeting. Proxies are only valid for non-election issues.
- E. **Absentee Ballots.** A vote may be cast for the election of Board of Directors members in person or by absentee ballot. Absentee ballots shall be duly executed in writing, and must be signed and filed with the Secretary prior to the day of the annual meeting.

Section 4. **Loss of Voting Rights.** Owners delinquent in the payment of any assessments, fines, or other charges shall forfeit their voting rights until such delinquency is satisfied.

**ARTICLE IV
Board of Directors**

Section 1. **Number and Qualifications.** The affairs of the Association shall be governed by a Board of Directors. The Board shall consist of not less than five (5) members, all of whom shall be Owners. Each Board Member shall serve a term of two (2) years and may serve indefinitely. All owners in good standing shall be eligible to serve on the Board of Directors and shall make their desire to serve known to the Secretary at least ten (10) days before the election.

Section 2. **Power of the Board of Directors.**

The Board of Directors shall have the power to:

- A. adopt and publish rules and regulations governing the use of the Common Areas, the personal conduct of the Owners and their guests thereon, rules and regulations with regard to use restrictions and the establishment of penalties for any infraction thereof;

- B. employ or contract with a manager to carry out the duties of the Board of Directors. This manager shall report and be accountable to the Board of Directors; and
- C. exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association, not reserved to the membership by other provisions of these By-Laws, the Declaration or by the law of the Commonwealth of Pennsylvania.
- D. execute contracts on behalf of the Association, provided that all contracts are signed by a minimum of three (3) Board Members. All final payments for contracts must be signed by a minimum of three (3) Board Members, as well.

Section 3. **Removal of Members of the Board.** A member of the Board may be removed upon the majority vote of all Owners entitled to vote. A member of the Board may resign at any time and shall be deemed to have resigned upon (i) transfer of the title of his/her Unit or (ii) failure to attend three consecutive Board Meetings.

Section 4. **Vacancies.** Except for vacancies caused by the removal of a Director by the vote of the Owners, only qualified candidates agreed upon by at least three (3) members of the Board shall fill vacancies on the Board. Each person so elected shall serve the remainder of the term of the Director being replaced.

Section 5. **Meetings, Notice, Quorum.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors but such meeting shall be held at least once every three months. Notice of such meetings shall be given at least ten (10) days in advance. At all meetings of the Board, at least three (3) of the directors shall constitute a quorum for the transaction of business and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board. Directors available by conference call or other electronic means of communication shall be considered present at the meeting. Owners shall be welcome to attend any meeting of the Board.

Section 6. **Compensation.** No director shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his or her duties.

Section 7. **Action Without Meeting.** Any action by the Board may be taken without a meeting by unanimous written consent. Consent submitted by fax shall be acceptable.

Section 8. **Officers.** The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The officers of the Association shall be elected by the Board of Directors from among its members. All officers must be

members of the Board. An officer may be removed upon the affirmative vote of all members of the Board.

ARTICLE V

Assessments

- Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Unit, by acceptance of a deed, whether or not it be so expressed in the deed, therefore is deemed to covenant and agrees to pay the Association:
- A. annual charges and assessments payable every month
 - B. special assessments for capital improvements and/or repairs
 - C. special assessments for benefits to Common and other areas as applicable; and
 - D. limited assessments for the benefit of his/her Unit.
- Section 2. **Delinquencies/Remedies.** The Board shall take prompt action to collect any assessments due from any Owner which remains unpaid for more than thirty (30) days from the date payment is due. Interest shall accrue on all delinquent amounts owed at the rate of 12%. Moreover, Owners shall be responsible to pay all incidental costs, including but not limited to attorneys fees, incurred by the Association in collecting the delinquent amounts.
- Section 3. **Purpose of Assessments.** Any assessments levied by the Association shall be used exclusively to promote the recreation, general peace, health, safety and welfare of the residents of the Property and to improve and promote conformity and for the general improvement and maintenance of the Property and the Common Areas.
- Section 4. **General Assessment.** As so determined by the Board of Directors, assessments may cover the cost associated with (i) contracting for outside management and (ii) the repair, special maintenance, servicing and insuring the Common Areas including but not limited to the grooming of the planted areas, cutting of grass, removal of snow, cleaning of refuse, maintenance and service of electric lights in the Common Areas and the maintenance of any other areas which the Association is obligated to service.
- Section 5. **Special Assessments.** In addition to annual assessments described in Section 4, the Association may levy, in any assessment year, a special assessment for capital improvements or other special needs as determined by the Board.
- Section 6. **Limited Assessment.** A limited assessment is applicable to an Owner or Owners whose Units receive a benefit not received by all Owners. The Board shall have the right to impose a Limited Assessment on an Owner or Owners whenever an

Owner or Owners fails to maintain his/her or their Unit in accordance with general community standards as determined by the Board.

- Section 7. **Reserves for Major Repairs and/or Replacements.** The Board shall create a fund for expenses for the Properties as it deems necessary and appropriate. An amount for such purposes so determined shall be added to the regular assessments for operations and maintenance. The amount shall be uniform or adjusted equitably according to circumstances as the Board shall determine. The fund shall be kept in an interest bearing account, or be held otherwise at a higher investment income with equal or comparable security.
- Section 8. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed within the membership and may be collected on a monthly, quarterly, semi-annual or annual basis as the Board may determine. Like assessments may vary for cause, but all assessments shall be equal unless there is disparity in the benefit received by an Owner or Owners.
- Section 9. **Effect of Nonpayment of Assessments.** Remedies of the Association. All assessments not paid within thirty (30) days after the due date shall be increased to reflect the late payment. Moreover, the assessment will be increased to reflect any legal fees the Association incurred or will reasonably be expected to incur, plus interest. If an assessment remains unpaid for two months, or sixty (60) days after it becomes due, the Association may bring an action at law against the Owner personally obligated to pay the same. The Board may impose such late charge(s) as it deems appropriate, or as provided by law.
- Section 10. **Board of Directors.** The Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. If the reserves are deemed to be inadequate, the Board may at any time bring special assessments for capital improvements, for general Common Area Expenses and/or limited common expenses as appropriate, subject to the provision herein. These assessments shall be payable in one or more monthly assessments as the Board may determine.
- Section 11. **Notice of Additional Assessments.** The Board shall notify the Owners in writing of any additional assessments as permitted or required of these By-Laws. Any additional assessment shall, unless otherwise specified in the notice, become effective with the next quarterly payment.
- Section 12. **Expenditure Limitation.** All expenditures, capital or otherwise, in excess of 10% of the total budget of the year in which the expenditure will take place must be approved by an affirmative vote of a majority of all of the Unit Owners at an annual or special meeting of the homeowners, as per Article III, Section 3 of these By-Laws or by mail.

ARTICLE VI
Exterior Maintenance

- Section 1. **Routine Responsibility of Association.** The Association shall provide exterior maintenance as per the attached Exhibit A.
- Section 2. **Snow and Ice Removal.** The Association shall provide snow and ice removal from all common area sidewalks, in addition to walkways and steps leading up to the villa door. This shall also apply to patio homes where a walkway must be cleared to the patio door. All driveways will be cleared of snow and ice. All extra salting or chemicals used shall be governed by the snow removal contract existing at the time. A special assessment will be sent to each homeowner in April to pay for the snow and ice removal services provided.
- The Association shall not be responsible for snow and ice removal from front or rear porches or stoops, stoop patios, or walled patios (low units).
- Section 3. **Deck Maintenance.** Maintenance of the wood decks and their I-beam supports shall be provided by the Association and shall be subject to special assessment of the affected Unit Owners.
- Section 4. **Roof Maintenance.** The Association shall provide roof repairs and maintenance of the following roof components:
- A. shingles
 - B. flashing
 - C. felt paper
 - D. ice/water shield, if any
 - E. roof vents
 - F. roof stacks
 - G. valleys
 - H. roof underlayment (decking)
 - I. soffit and fascia
 - J. caulking

In the case of storm damage, the Association shall make repairs up to \$250.00 per home. Thereafter, Owners must rely on homeowner insurance.

- Section 5. **Action of Owner.** In the event that the need for maintenance or repair of a Unit, any portions of a Unit, or a Lot or improvements thereon is caused by the willful or negligent acts of its Owner, or through the willful and negligent acts of the family, guests or invitees of the Owner, the cost of such exterior maintenance shall be an additional charge added to and collected in the same manner as an Assessment, except that such costs shall be borne by said Owner entirely.

ARTICLE VII Maintenance and Insurance

- Section 1. **Common Areas.** The Association shall be responsible for the maintenance of the Common Areas including all aspects of maintenance care and improvements thereon as defined in the By-Laws and shall carry insurance to cover any potential liabilities.

- Section 2. **Individual Units.** Except as otherwise provided in the By-Laws, the Owners shall be responsible for general and personal maintenance which includes:

- A. cleaning of windows and repair or replacement of any glass panes.
- B. maintaining and repairing any plumbing (electric, water, and gas) including storm and sanitary sewers, ducts, cables, or conduits located within or serving their Units.
- C. placing refuse or rubbish on curb side for collection in compliance with requirements of the Township of McCandless.
- D. maintenance and repair of any plumbing, heating, ventilating and air-conditioning equipment servicing their Units.
- E. maintenance and repair of all interior party walls, exterior party walls and external walls.
- F. damage to his/her own or others property or to the Common Areas caused by guests or invitees of the Owners.

- Section 3. **Owners Coverage.** Each Owner shall keep his/her Unit insured against loss or damage by fire or other such peril sufficient to cover the full cost of replacing or repairing his/her Unit in the even of such loss or damage. In the event that any Unit is damaged or destroyed by fire or other peril, the affected Owner shall replace or repair the Unit, as soon as is reasonably possible, in such manner so as to return the Unit to its prior or original condition and so as not to affect the harmony and external design of the Unit or plan. Further in such an event, all

insurance proceeds paid to the Owner or other named insured as a result of such fire or other peril (excluding any proceeds paid for loss of personal contents of the Unit) shall be applied toward replacing or repairing the affected Unit.

Section 2. **Association as Additional Insured.** Upon the renewal of existing insurance policies or the implementation of new policies each unit Owner shall obtain sufficient replacement insurance as defined above. In addition to identifying the individual Unit Owner as the name insured, each policy shall identify The Mansions of North Park Homeowners Association as an additional insured/entity interest. Copies of insurance certificates for such replacement insurance policies shall be submitted to the Secretary or manager upon the renewal or new installation of each policy.

Section 3. **Association Coverage.** The Board shall see that the Association is adequately insured by liability coverage on the Property, equipment, and person and such other coverage such as errors and omissions liability by officers and directors' liability, and such fidelity bond as it may deem appropriate. All coverage shall be with such insurers, in such forms, and in such amounts, for such periods as the Board may deem prudent with any professional advice as it may obtain.

ARTICLE VIII Party Walls/Party Retaining Walls

Section 1. **General Rules of Laws to Apply.** Each wall which is part of original construction existing on the dividing line between Units shall constitute a party wall. Each wall which is part of original construction designed for retaining earth or other fill material, joined in sequence and continuing across property lines and forming a continuous wall, shall constitute a party retaining wall. To the extent not provided in this Article, Pennsylvania law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. **Sharing of Ordinary Repair and Maintenance.** Cost of reasonable repair and maintenance of a party wall shall be shared by the adjoining Owners who make use of the wall in proportion to such use.

Section 3. **Repair Due to Owner Fault.** An Owner who, by his negligent or willful act, permits or causes the interior parts or surfaces of a party wall, and parts of the structure connected to it, to be affected from the elements, shall bear the whole cost of necessary repairs and replacements, and for all consequential damage.

Section 4. **Owner Responsible for Others.** Each Owner shall be responsible for his own conduct and for the willful or negligent acts of all others on his/her premises with his/her consent, including offensive noise transmitted through party walls. No provision in this Article alters this liability.

Section 5. **Contributions to Costs of Restoration.**

- A. Except for a cause related to comparable uses made of the wall, as from the lineal length or height of use, contributions shall be equal; otherwise they shall be equitably adjusted. Basically equal contributions toward costs of restoration shall include sharing of all costs for the work and all incidental costs, such as for permits, professional services, costs of financing, and all other related costs.
- B. When there is a delay, and legal services are required to obtain collection and/or to challenge or contest unwarranted use of a restored wall, the contribution shall be increased by charges for interest at the legal rate, and by the fees and expenses incurred from the use of legal services.

**ARTICLE IX
Use Restrictions**

The following shall be restrictions on the use of the Property:

Section 1. **Residential Uses: Incidental Uses. Effects Upon Insurance.** None of the Units shall be used for any purposes other than for single family residential use. No professional or home business or any other business activities shall be conducted in or on any part of a Lot or Unit or in any improvements thereon without the specific written approval of the Board of Directors. No use of property shall be made which adversely affects the welfare, peace, and security of neighbors. No use of any property shall be made which adversely affects any neighbors' prevailing insurance rates.

Section 2. **No Nuisances.** No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may become an undue annoyance or nuisance.

Section 3. **Standards/Limitations of Exterior Installations.**

- A. No alterations to original design and plan shall be permitted to any of the Common Areas. No changes, alterations, additions which shall be deemed contrary and conflicting to the original design and plan shall be made to any of the exterior of any of the Property's buildings/Units or courtyard elements without the written approval of the Board of Directors.
- B. With exception to specially designated Units, no storm doors or windows shall be installed by an Owner or at his/her request, no porches shall be screened in, no awnings shall be erected nor shall any additions, changes or deletions be made to the Property which would affect the harmony and external design of the plan without Board consent. If required by the Board, any alterations to

the plan adopted by the Board shall be implemented by Owner for the sake of uniformity.

- C. Communications equipment/satellite dish installations, as provided by FCC Telecommunications Act of 1996, are permitted. The Owner intending to install such equipment must notify the Board of Directors at least ten (10) days in advance of intended installation. The Board will determine location of installation of such devices and/or equipment.

Section 4. **Controls Relative to Natural Resources, Wildlife, Animals.** No trees, shrubbery, or plants shall be disturbed, moved or added to any Lot or any of the Common Area grounds without the express written consent of the Board. Any landscaping and/or planting of flowers, plants, trees, shrubbery, must be approved in advance by the Board. Deck planted flowers or plants shall not extend, protrude, or hang beyond or below exterior deck outline so as to disrupt visible continuity and uniformity of all Units. No feed stations for domestic or wild animals including dogs and cats shall be permitted on the exterior of Units or on the Common Areas. Bird feeders are permissible, but must be properly maintained or they are subject to removal by the Board.

Section 5. **Pets.** Notwithstanding the bird feeders referenced in Section 4, no animals, livestock, fowl or poultry of any kind, including wild and domestic shall be raised, bred, fed or kept outside any Unit, on any Lot or in Common Areas. One dog, and a maximum of two (2) cats will be permitted inside a Unit provided they are approved by the Board as being compatible with the common interests of the community and do not present a nuisance. Dogs and cats must be registered with the Board. Dogs must possess a gentle and controlled disposition. In the event the Board receives complaints with respect to a pet causing a nuisance or unreasonable disturbance, the Owner shall receive a warning. After the second warning, the pet shall be subject to removal from the Property. Pets deemed to create a danger shall be subject to immediate removal. No dog or cat shall be staked or tied by leash to any tree or other objects within the property. While outside, all pets must be accompanied and leashed or carried by the Owner. Owners shall be responsible for immediately cleaning up after their pets.

Section 6. **Only Family Vehicles to be Kept in Open.** No recreational vehicle, no boat, boat trailer, house trailer, camper or similar vehicles shall be kept in open view on the Property by any Owner. No commercial type vehicles; dump trucks, utility or service trucks, delivery trucks or moving vans may be parked by an Owner in any street, parking area, or driveway at any time. No parked vehicle shall be parked so as to obstruct cleaning of streets or emergency vehicles.

Section 7. **Vehicle Repairs.** No maintenance or vehicle repair work shall be conducted upon the Common Areas, roadways or parking areas.

- Section 8. **Special Areas/Prohibitions.** No Owner shall, permanently or otherwise, store anything on courtyard patios, on high decks, or on front stoop patios (high rise Units) appurtenant to his/her Unit, nor shall the above be decorated, altered or changed in any way as to create an unsafe or unsightly condition. Patio furniture of any kind, refuse containers or planters routinely or permanently placed in front of garage doors under decks is prohibited.
- Section 9. **Discretionary Powers.** The Board of Directors shall have broad discretion to adopt, change or remove Rules and Regulations relative to the governance of the Association and use and maintenance of the Property provided, however, that the action of the Board of Directors may be overridden by a vote of the majority of the Owners.
- Section 10. **Standards/Conformity.** With exception to specially designated Units, no storm doors, windows, screened porches, awnings, hot tubs, or any enclosures or additions, changes, or joining of the Properties, deletions, buildings or other elements, shall be permitted that would affect the harmony or external design integrity of the Property elements.
- Section 11. **General Prohibitions.**
- A. The speed limit throughout the Property is fifteen (15) miles per hour. Driving above the speed limit is prohibited.
 - B. No planters or any other objects or materials shall be placed upon, hung or attached to gas light posts. On high rise Units, no planters or any other objects or materials shall be placed upon, hung or attached outside of deck railings. No objects may be attached to hand rails without written consent from the Board.
 - C. No planters, children's or infant's play or nursery equipment, including swings, shall be hung or attached in any manner to the under deck steel beams on high rise Units.
 - D. There shall be no dumping or deliberate or willful disposal of trash, grass clippings, rocks, plant cuttings, or any other refuse materials on any of the Property elements or on adjacent or connecting properties.
 - E. Storage or placement or display of any planter, refuse or refuse containers, any furniture, bicycles, bicycle parts or sports equipment or recreational equipment or parts thereof at any time in front of garage doors and/or under wooden decks shall be prohibited.
 - F. No garage sales, flea market sales, household auctions, property auctions, or any other public sales activities will be permitted on the Property.

ARTICLE X
Miscellaneous/General Provisions

Section 1. **Rules Policy and Procedure.** The Association shall have the legal right to enforce, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by and under the provisions of these By-Laws, Conditions and Restrictions and the Declaration. As part of its enforcement authority, the Board may impose a penalty on an Owner for failure to comply with the terms of this document. Failure by the Association to enforce any covenant or restriction herein contained shall not be deemed an abandonment or change in the same, or waiver of the right to do so thereafter on the same or other circumstances.

In all cases of alleged violations of the Association Documents, the Board must have documentation of the alleged violation. This documentation can be in the form of a letter from any Unit Owner or a report from the management representative. This documentation should state essentially the following:

- A. The nature of the violation;
- B. The date and approximate time of the violation;
- C. The approximate location of the violation;
- D. The name and unit address of the offending party;
- E. The name and unit address of the person reporting the violation;
- F. A statement verifying that the person reporting the violation actually observed the violation; and
- G. Any other information that may aid the Board in resolving the violation.

Section 2. **Rules Enforcement.** The sequence of events in enforcing this policy and procedure is as follows:

If, in the opinion of the Board or its authorized management agent, the reported violation does not endanger other residents or common elements and can best be cured by a warning, the Board or its authorized agent shall cause a letter to be sent by certified mail to the offending party and/or Unit Owner describing the alleged violation, demanding (i) that any such violation cease immediately, and (ii) if appropriate, the common element that was damaged by the violation be restored.

If the violating party and/or unit owner does not comply with the warning letter, and continues thereafter to violate the Association Documents, the Board or its authorized agent shall cause to be sent to the offending party and/or Unit Owner by certified mail a written notice of the violation and pending fine, containing essentially the following information:

- A. A description of the nature, the time and place of the violation;
- B. A demand that the violation immediately cease and that any damage to the common elements be restored, within a ten (10) day period;
- C. A statement that a fine in the amount of \$25.00 is imposed on the offending party and/or Unit Owner;
- D. A statement that if the offender and/or Unit Owner wishes to appeal the fine, he/she must contact the managing agent (or the Board if there is no managing agent) in writing, within ten (10) days from the date of the notice of violation, requesting a hearing before the Board. Any request for an appeal before the Board will stay the imposition of any fine until the Board disposes of the case, noting however that if the Board finds the alleged violator and/or Unit Owner guilty of the infraction charged that any fine imposed will be retroactive to the date of the Board's initial notice of the violation to the violator and/or unit owner;
- E. A warning that, if the violation continues, a fine of twenty dollars (\$20.00) per day thereafter will be imposed until the violation has been cured; and
- F. A statement that any damage caused by the violation will be assessed against the offending party and/or Unit Owner, and that attorney fees and costs may be assessed accordingly.

Section 3.

Fines. If any fines imposed by the Board under this policy and procedure are not paid within thirty (30) days of the initial assessment or the violation otherwise continues, the matter may be referred by the Board to legal counsel for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorney's fees, interest, and costs incurred shall be assessed and collected against the offending party and/or Unit Owner. If at any time a Unit Owner or violator fails to pay any sums due to the Association for any reason, then those sums due will accrue interest at the rate of 1.25% per month on the outstanding balance until said sums are paid in full.

This policy and procedure is applicable to any violation of the Association Documents which does not currently specify a fine and/or method of collecting fines by the Board. If a section of the Association Documents does specify a fine and/or method of collecting the fine, then the amount of the fine and/or the procedure set forth therein will be followed.

All fines are to be paid to Mansions of North Park Homeowners Association, c/o Acri Commercial Realty, Inc., 290 Perry Highway, Pittsburgh, PA 15229.

- Section 4. **Severability.** Invalidation of any one or part of these By-Laws, Conditions and Restrictions, by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- Section 5. **References.** Unless the context shall clearly provide otherwise, all references to action by the Association shall mean action by its Board of Directors. All pronoun and other references shall be read and be applied according to their context and circumstances.
- Section 6. **Notice.** By the posting of these By-Laws, Conditions and Restrictions, and the sending of same to each Owner all persons having anything to do with the Property, anything on it, anything adjacent to it or connected to it, and any interest in any part or aspect of it, and all persons who in any way make use of it, and any part of it, and anything upon it is conclusively deemed to have knowledge of and be bound by this document and its provisions and restrictions.

ARTICLE XI

Limitation of Liability

- Section 1. **Limited Liability of the Board of Directors.** The Board of Directors of The Mansions of North Park or its successors and assigns and its members in their capacity as members, officers, employees or contractors.
- A. Shall not be liable for the failure of any service to be obtained by the Board and paid for by the Association, or for injury or damage to persons or property caused by elements or by an Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from any source or from any part of any of the Common Areas or other areas within the Property, unless such instance or such injury or said circumstances has been caused by the willful misconduct or gross negligence of the members of the Association or the Board.
 - B. Shall not be liable to the Owners/legal title holders as a result of the performance of the Board member's duties for any mistake of judgment, negligence or otherwise except for the Board member's own willful misconduct or gross negligence.
 - C. Shall have no personal liability to an Owner, or any other person or entity under any agreement, check, contract, deed, lease, mortgage instrument, or transaction entered into by them on behalf of the Board or the Association in performance of the Board member's duties and;

D. Shall have no liability to an Owner or Owner's tenant, employee, agents, guests, invitee, or contracts for any damage caused by theft of or damage to property in or on the Common Areas or other places within the Property and shall have no liability arising from the use, misuse, or condition of the Common Areas which may be assessed against or imputed to the Board members as a result or by virtue of their duties, except for the Board member's own willful misconduct.

Section 2. **Indemnification.** Each member of the Board of Directors shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred by or imposed upon them/him by/in connection with any proceeding in which he/they may have been involved by reason of this/their being or having been a member of the Board, except in cases where willful misconduct or gross negligence has been judicially determined. The Association shall maintain at all times a directors and officers liability insurance policy to satisfy this indemnification obligation of the Association.

Section 3. **Defense of Claims.** Complaints brought against the Association, the Board or its officers, contracts or agents shall be directed to the Board which shall promptly give written notice thereof to the Owners/legal title holders and the holders of any mortgage on any Property and such complaints shall be defended by the Association.

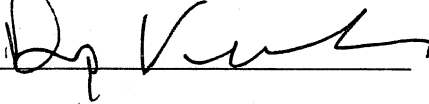
In the event that any Unit Owner institutes a proceeding against the Association, Board of Directors and/or the Association's agents, servants or employees, whether the same be filed with the Court of Common Pleas, Commonwealth Court, and/or an administrative agency, and the proceeding is terminated in favor of the Association, Board of Directors and/or the Association's agents, servants or employees, then said Unit Owner is liable to the Association for any and all costs associated with the proceeding including, but not limited to, attorney fees and costs.

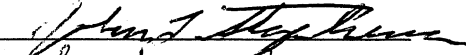
ARTICLE XII Amendment to Bylaws

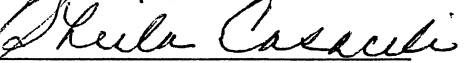
These By-Laws may be modified or amended solely by an affirmative vote of a majority of all of the Unit Owners. The vote shall occur at an Annual or Special meeting of the Homeowners, as per Article III, Section 3 of these By-Laws, or by mail.

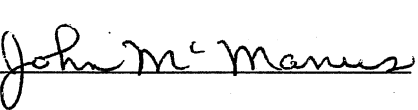
These By-Laws have been duly adopted by the Mansions of North Park Homeowners Association this 21 day of July, 2007.

Mansions of North Park Homeowners
Association Board of Directors:









CERTIFICATE

We, Dwayne Vermeulen, the President of the Mansions of North Park Homeowners Association and SHEILA CASARELLI, the Secretary of the Mansions of North Park Homeowners Association, certify that the foregoing Amended By-Laws have been adopted by at least a majority of the Unit Owners entitled to cast a vote at the Mansions of North Park Homeowners Association this 31 day of July, 2007

Dwayne Vermeulen
President
Sheila Casarelli
Secretary

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania
County of Allegheny

On this 31st day of JULY, 2007, before me, the undersigned officer, personally appeared DWAYNE VERMEULEN the President of the Mansions of North Park Homeowners Association and SHEILA CASARELLI, the Secretary of the Mansions of North Park Homeowners Association, both known to me (or satisfactorily proven) who acknowledged that they executed this instrument for the purposes stated therein.

[Signature]
Notary Public

MAIL TO: LISA M. BURKHART, ESQUIRE
1109 GRANT BLDG., #10 GRANT ST.
PITTSBURGH, PA 15219

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rinaldo A. Acri, Notary Public
West View Boro, Allegheny County
My Commission Expires Aug. 11, 2009

Member, Pennsylvania Association of Notaries

**MANSIONS OF NORTH PARK HOMEOWNERS ASSOCIATION
ASSOCIATION SERVICE RESPONSIBILITY MATRIX**

The services marked as "YES" below are the responsibility of the Association and are paid for through the monthly maintenance fee. Those services marked as "NO" may be the responsibility of the Association if not performed by the Homeowner, but would then be back charged to the Homeowner.

<u>ITEM DESCRIPTION</u>	<u>PAINT</u>	<u>REPAIR</u>	<u>REPLACE</u>	<u>MAINTAIN (A)</u>
Address Signage	YES	YES	YES	YES
Brick on structure	N/A	NO	NO	NO
Chimneys	N/A	NO	NO	NO
Decks/I-Beams	YES (B)	YES (B)	NO	YES (B)
Dormers	YES (B)	YES (B)	NO	YES (B)
Downspouts	N/A	YES	YES	YES
Driveways	N/A	YES	YES	YES (C)
Embankment at Creek	N/A	YES	YES	YES
Exterior Light Sconces	N/A	YES	YES	NO
Exterior Post Lights	YES	YES	YES	YES
Fencing (common)	YES	YES	YES	YES
Front Porches	N/A	NO	NO	NO
Garage Doors	YES	NO	NO	NO
Grass	N/A	YES	YES	YES
Gutters	N/A	YES	YES	YES
Man Doors	YES	NO	NO	NO
Mulch Beds	N/A	YES	YES	YES
Patio Walls	N/A	NO	NO	NO
Retaining Walls (on lot)	NO	NO	NO	NO
Roofs	N/A	YES	YES	YES
Shrubs	N/A	YES	YES	YES
Sidewalks (D)	N/A	YES	YES	YES
Storm Doors	NO	NO	NO	NO
Storm Sewers (common)	N/A	YES	YES	YES
Trees	N/A	YES	YES	YES
Utility Lines	N/A	NO	NO	NO
Vents - Roof	YES	YES	YES	YES
Vents - Other	N/A	NO	NO	NO
Windows	N/A	NO	NO	NO

(A) Cut, clean, and trim

(B) Any costs involved are billed back to each homeowner respectively.

(C) The cost of snow removal is billed as a special assessment every April.

(D) Up to the door of both townhomes and patio homes.

NOTE: Pest control on common property only will be provided by the Association.



60 2007 00029344

Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2007-29344

Recorded On: September 12, 2007 As-Deed Agreement

Parties: MANSIONS NORTH PARK HOMEOWNERS ASN

To MANSIONS NORTH PARK HOMEOWNERS ASN

of Pages: 21

Comment:

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed Agreement		77.00
Pages > 4	16	
Names > 4	0	
Total:		77.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2007-29344
Receipt Number: 994536
Recorded Date/Time: September 12, 2007 01:23:58P
Book-Vol/Pg: BK-DE VL-13372 PG-263
User / Station: M Ward - Cash Station 25

LISA M BURKHART ESQ
1109 GRANT BLDG
310 GRANT ST
PITTSBURGH PA 15219



Valerie McDonald-Roberts Recorder of Deeds

**FIRST AMENDMENT OF THE AMENDED BY-LAWS, CONDITIONS AND
RESTRICTIONS OF
MANSIONS OF NORTH PARK PLANNED RESIDENTIAL DEVELOPMENT**

This First Amendment of the Amended By-Laws, Conditions, and Restrictions of the Mansions of North Park PRD (“Amendment”) is promulgated on this 25th day of July 2012, by the Mansions of North Park Homeowners Association, Inc. (“Association”) and applies to the Amended By-Laws, Conditions, and Restrictions for Mansions of North Park PRD (“By-Laws”), recorded in the Recorder of Deeds’ Office of Allegheny County at instrument number 2007-29344. Mansions of North Park PRD is located in Gibsonia, Allegheny County, Pennsylvania.

Whereas, Mansions of North Park, Inc., a Pennsylvania business corporation (“Mansions of North Park”) was succeeded as Declarant under the Declaration by Mansions of North Park Homeowners Association, Inc., a Pennsylvania non-profit corporation (“Homeowners Association”);

Whereas, forty percent (40%) or more of all Lot Owners in the Homeowners Association voted affirmatively to amend the Amended By-Laws, Conditions, and Restrictions as follows pursuant to By-Law Article XII:

1. In Article X Section 2 Letter E. of the By-Laws, the sentence “A warning that, if the violation continues a fine of twenty dollars (\$20.00) per day thereafter will be imposed until the violation has been cured; and”

2. Shall be changed to read “A warning that, receives a second notice (2nd) will receive a twenty five dollar (\$25.00) fine and 10 days to restore and/or cease violation. A warning that, receives a third (3rd) notice will receive an additional fifty dollar (\$50.00) fine and 10 days to restore and/or cease violation. A warning that, receives a fourth and final notice will receive an additional seventy five (\$75.00) fine and 10 days to restore and/or cease violation. After all fines are levied charges will be placed with the magistrate’s office for collection of the fines plus costs. A five dollar (\$5.00) per day fine

