SILVER PINES HOMEOWNERS ASSOCIATION
a Pennsylvania Nonprofit Corporation

BYLAWS

Article I. Purposes

Section 1.01 Purposes. These Bylaws provide for the governance and operation of the Silver Pines Homeowners Association (the "Association"), a Pennsylvania nonprofit corporation, as the Association identified in that certain Second Amended Declaration of Covenants, Conditions and Restrictions (said, Declaration, as the same may be amended or replaced from time to time, the "Declaration"), recorded in the Department of Real Estate of Allegheny County, Pennsylvania, in Deed Book Volume 15126, Page 558, pertaining to certain real property located in Pine Township, Allegheny County, Pennsylvania. It is the intent of these Bylaws that the Association shall constitute the Association referred to in the Declaration.

Section 1.02 Defined Terms. All capitalized terms set forth in these Bylaws and not otherwise defined herein shall have the respective meanings ascribed thereto in the Declaration.

Article II. Association Offices

Section 2.01 Registered Office. The registered office of the Association shall be as set forth in the Articles of Incorporation of the Association, as the same may be amended from time to time by the members of the Association (the "Members") pursuant to the terms of these Bylaws.

Section 2.02 Additional Offices. The Association may also have offices at such other places as the Members may from time to time determine pursuant to the terms of these Bylaws.

Article III. Members

Section 3.01 Qualifications of Members. The Members, as of any time in question, shall be comprised of each Person constituting a Lot Owner or, in the case of a Lot owned by more than one Person, each Person constituting a part of the Lot Owner with respect to such Lot.

Section 3.02 Actions and Voting of Members.

(a) There shall be a single vote by the Member or, if applicable, Members with respect to a Lot relating to any matter submitted to the Members for action, decision, consent or approval, which vote shall be deemed the vote of the Lot Owner with respect to such Lot. If at any time more than one Member shall constitute the Lot Owner with respect to a Lot, then the vote of the Members with respect to such Lot shall be made by the joint decisions of those Members owning, in the aggregate, more than fifty percent (50%) in interest of the fee simple title to such Lot. No vote requiring the joinder of more than fifty percent (50%) in interest of the fee simple title to a Lot shall be counted without such joinder, which may be made before, during or after the meeting, as provided in these Bylaws.

(b) All matters pertaining to any action to be taken, decision to be made, or consent or approval to be considered by the Association or the Members shall be taken, made or given by those Members acting on behalf of a majority of the Lots. Notwithstanding the foregoing, the Architectural Control Committee and other committees of the Association and the officers of the Association shall have such authority as may be set forth in the Declaration, in these Bylaws or in resolutions duly adopted by the Members.

Section 3.03 Place of Meetings of Members. Meetings of the Members shall be held at such address within the Property as may be designated in the notice of such meeting or at such other address in Pine Township as may be approved by the Members.

Section 3.04 Annual Meetings of Members. The annual meeting of the Members shall be held on a date in the month of June of each year on a date to be designated by the President, such designation to be made by notice to each Member given not earlier than one hundred twenty (120) days nor later than sixty (60) days prior to the date designated in such notice for such meeting. At the annual meeting, the Members shall elect officers of the Association and may transact such other business as may be properly brought before the annual meeting.

Section 3.05 Special Meetings of Members. Special meetings of the Members may be held on a date to be designated in a notice given either by the President or by those Members acting on behalf of at least four (4) of the Lots, such designation to be made by notice sent to each Member given not be earlier than sixty (60) days nor later than fifteen (15) days prior to the date designated in such notice for such meeting. The date of any meeting so called may be changed only by a further notice given (subject to compliance with the foregoing time period for notices) by the Person(s) originally having given notice of such meeting. At such special meeting, the Members may transact only such business as may be reasonably identified in the notice of such meeting or any subsequent such notice given within the time period described above in this Section.

Section 3.06 Quorum: The votes of the Members may be cast at a meeting only if Members with authority to act on behalf of at least seven of the Lots shall be in attendance (by proxy, conference telephone or similar communication or otherwise).

Section 3.07 Waiver of Notice of Meeting. Any Member who shall attend a meeting of the Members shall be deemed to have received due notice thereof.

Section 3.08 Members Voting Other Than by Physical Presence.

(a) Any Member not physically present at a meeting of Members duly called shall be deemed present and may participate in and vote at such a meeting by proxy authorized in writing and delivered to the Secretary of the Association or the officer of the Association presiding at such meeting. Such written authorization must specify the matter or matters with respect to which the proxy is granted and the Person entitled to vote pursuant to such proxy, must be signed and dated by the Member granting the proxy, and must be so delivered at or before such meeting.

(b) Any Member not physically present at a meeting of Members duly called shall be deemed present and may participate in and vote at such a meeting by means of conference telephone or similar communications equipment by means of which all Members participating in the meeting can hear each other, and any such vote shall be deemed to have been cast at such meeting.

(c) Any Member not present at a meeting of the Members at which a quorum is present may nevertheless vote on any matter voted upon at such meeting by written notice of such vote in accordance with Section 3.10, and such vote shall also be taken into account for purposes of determining the quorum for such meeting, but only as to those matters recited in such consent.

Section 3.09 Adjourned Meetings. When a meeting of the Members is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

Section 3.10 Consent of Members in Lieu of Meeting. Any action, decision, consent or approval that may be taken, made or given at a meeting of the Members may be so taken, made or given without a meeting, if a consent or consents in writing setting forth such action, decision, consent or approval shall be signed by those Members sufficient to represent the vote of all Lot Owners and shall be filed with the Secretary of the Association.

Section 3.11 Board of Directors.

(a) To the extent permitted by applicable law, there shall be no board of directors of the Association, it being the intent that, given the nature of the affairs of the Association, the business of the Association may be conducted by the Members and any committees and officers thereof as provided in these Bylaws. To the extent that a board of directors shall be required with respect to any matter, then the board of directors shall be deemed to consist of one individual Person so selected for each Lot, each such Person to be selected by the joint decision of those Members owning more than fifty percent (50%) in interest of the fee simple title to the Lot in question, it being understood that any such Person may serve as a director of the Association with respect to more than one Lot for which such Person is eligible and, in such event, such Person shall be entitled to one vote for each Lot for which such Person shall so serve as a director.

(b) If there shall be a board of directors of the Association with respect to any matter as required by this Section, then, except as otherwise provided in these Bylaws or as otherwise required by applicable law, the meetings of the board of directors shall be called and conducted in the same manner as that applicable to meetings of the Members.

(c) Any director of the Association may be removed from office, with or without cause, by the vote of those Members required for the election of such director.

Article IV. Corporate Seal

Section 4.01 Corporate Seal. The corporate seal of the Association shall be in a circular form and shall bear the name of the Association and shall contain the words "Corporate Seal".

Article V. Committees

Section 5.01 Architectural Control Committee. The Architectural Control Committee, which shall consist of one or more Members, shall be selected and shall have authority to act as provided in the Declaration and as may be delegated by the Association.

Section 5.02 Other Committees. The Association may establish one or more other committees to consist of one or more Members. Any such committee shall have such authority as may be delegated by the Association.

Section 5.03 Limitation on Authority of Committees. Notwithstanding anything in these Bylaws to the contrary, no committee shall have any power or authority as to the following:

(a) the filling of vacancies;

(b) The amendment or revocation of the articles of incorporation of the Association;

(c) the amendment or repeal of these Bylaws;

(d) the amendment or repeal of any action by the Members; or

(e) action on matters committed by these Bylaws or otherwise by the Members to another committee.

Article VI. Officers

Section 6.01 Number and Qualifications of Officers. An officer of the Association shall be an individual Person who shall either be a Member or who shall own an interest in a non-individual Member, and shall include a President, one or more Vice Presidents, a Secretary and a Treasurer and such other officers whose positions may be created from time to time by the Members. Neither the President, the Secretary nor the Treasurer shall hold any other office with the Association, it being understood that the foregoing shall not prevent service on any committees of the Association.

Section 6.02 Election and Term of Office.

(a) Each officer of the Association shall be elected by vote of the Members. The officers of the Association shall be elected at the annual meeting of the Members, except that any vacancy in any office may be filled by an election at a special meeting at which such business may be conducted. If, in the election of an officer of the Association, no Person shall receive the requisite number of votes for election, then there shall be conducted at such meeting one or, if necessary, more run-off elections between or among those Persons having received the two highest number of votes for such office. The officers shall be elected in the following order: (i) President; (ii) Vice Presidents; (iii) Secretary; (iv) Treasurer; other officers, in the order to be determined by the President. Any Person elected to an office shall be automatically removed from nomination for any other office for which an election is thereafter to be held and for which such Person shall be ineligible.

(b) Officers shall be elected for a term of one year and thereafter until their successors are elected and qualified. Officers may be elected for consecutive terms.

Section 6.03 Duties. The duties of the officers of the Association shall include the following:

(a) The President shall preside at all meetings of the Members or, if applicable, the board of directors of the Association; shall generally supervise of the business of the Association; and shall

execute documents on behalf of the Association. The President shall be an ex-officio member of every committee.

(b) A Vice President shall have such powers and perform such duties as the Members or, if applicable, the board of directors of the Association may prescribe or as the President may delegate.

(c) The Secretary shall assure that minutes are prepared and maintained for all meetings of the Members and, if applicable, the board of directors of the Association; shall assure that appropriate notice is given for all meetings of the Members and, if applicable, the board of directors of the Association; and shall perform such other duties as may be prescribed by the Members or, if applicable, the board of directors of the Association.

(d) The Treasurer shall assure that accurate accounts of the receipts and disbursements of the Association are maintained; shall cause financial reports to be provided to the Members and, if applicable, the board of directors of the Association; and shall perform such other duties as may be prescribed by the Members or, if applicable, the board of directors of the Association, or by the President.

Section 6.04 Removal of Officers, Etc. The Members or, if applicable, the board of directors of the Association may remove any officer or agent whenever in its judgment the best interests of the Association will be served thereby.

Article VII. Vacancies

Section 7.01 Resignations. Any director of the Association, any member of a committee formed by the Association, or any officer of the Association may resign such position at any time by written notice to the Board. Such resignation shall take effect from the time of its receipt by the Association, unless some later time may be fixed in the resignation. Acceptance by the Board shall not be required to make a resignation effective.

Section 7.02 Filling Vacancies. If the position of any director or officer of the Association or any member of a committee shall become vacant for any reason, then the Members or, if applicable, the remaining directors of the Association, at a special meeting at which such business may be conducted, may choose a successor or successors who shall hold such position for the unexpired term.

Article VIII. Notice

Section 8.01 Notice. Notice shall be given to any Person by sending the same by first class mail, or by electronic transmission to the address of such Person appearing on the books of the Association or supplied by such Person to the Secretary of the Association for the purpose of notice to such Person. Such notice shall be deemed to have been given when deposited in the mail or transmitted. A notice of a meeting shall specify the place, day and hour of the meeting and, in the case of a special meeting or where otherwise required, the reasonably identified nature of the business to be transacted at such meeting (other than the election of officers at the annual meeting of the Members). If a required notice of a meeting shall not for any reason be given to one or more Members or other Persons by the Person(s) authorized elsewhere by these Bylaws to give such notice, then the President or the Secretary of the Association may do so.

Section 8.02 Waiver of Notice. Any required notice may be waived by the written consent of the Person entitled to such notice, and attendance of a Person at any meeting shall constitute a waiver of notice of such meeting and of objection to any action, decision, approval or consent taken, made or given at such meeting, except where a Person shall attend such meeting for the express purpose of objecting to the transaction of any business at a meeting not lawfully called or convened.

Section 8.03 Modification of Proposal Contained in Notice. Whenever the language of a proposed action, decision, approval or consent is included in a written notice of a meeting, then except as otherwise provided in these Bylaws, such action, decision, approval or consent may without further notice be adopted at such meeting with such clarifying or other amendments as shall not enlarge its original purpose.

Article IX. Indemnification

Section 9.01 General Rule. To the extent permitted by applicable law, a Member or a director officer of the Association shall not be personally liable for monetary damages for any action taken, or any failure to take action in such capacity, unless the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the foregoing provision shall not apply to (a) responsibility or liability pursuant to any criminal statute, or (b) liability for the payment of taxes pursuant to local, state or federal law.

Section 9.02 Indemnifications. The Association shall indemnify any Member, director or officer of the Association or any member of a committee who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, (and whether or not by, or in the right of, the Association) by reason of the fact that such Person is or was a representative of the Association, against expense (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action or proceeding if such Person acted in good faith and in a manner that such Person reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal proceeding, had no reason to believe such conduct was illegal, provided, however, that no Person shall be entitled to such indemnification in any instance in which the action or failure to take action giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness; and provided, further, however that, in instances of a claim by or in the right of the Association, indemnification shall not be made under this Section in respect to any claim, issue or matter as to which the Person shall have been adjudged to be liable to the Association unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the Association is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses that the court of common pleas or other court shall deem proper.

Section 9.03 Advancement of Expenses. Expenses incurred by a Person entitled to indemnification pursuant to this Article or otherwise permitted by law in defending a civil or criminal action, suit or proceeding, may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Person to repay the amount so advanced if it shall ultimately be determined that such Person is not entitled to be indemnified by the Association.

Section 9.04 Continuing Right to Indemnification. The indemnification and advancement of expenses provided pursuant to the Article shall continue as to any Person who shall have ceased to be Member or a director officer of the Association and shall inure to the benefit of the heirs, executors and administrators of such Person.

Section 9.05 Liability Insurance. The Association may purchase liability insurance in favor of the Association and the Member, directors and officers of the Association, acting in such capacity, and any cost thereof shall be a Common Expense.

Section 9.06 Other Rights. This Article shall not be exclusive of any other right which the Association may have to indemnify any Person as a matter of law.

Article X. Amendments

Section 10.01 Amendments. The Articles of Incorporation of the Association or these Bylaws may be amended, to the extent not prohibited by law, by the vote of Members acting on behalf of at least two thirds (2/3) of the Lots, at any duly convened annual, regular or special meeting of the Members, provided that (a) no such amendment shall unfairly discriminate against any Member or Lot Owner, and (b) the full text of such proposed amendment shall be included in the notice of such meeting.

Article XI. Miscellaneous

Section 11.01 Interpretation and Construction. This Agreement contains the entire agreement among the Partners with respect to the subject matter. Where the context so requires, the masculine shall include the feminine and the neuter and the singular shall include the plural. The headings and captions in this Agreement are inserted for convenience and identification only and are in no way intended to define, limit or expand the scope or intent of this Agreement or any provision. Unless otherwise specified, the references to Section and Article in this Agreement are to the Sections and Articles of this Agreement.

Section 11.02 Partial Invalidity. If any part or provision of this Agreement shall be determined to be invalid or unenforceable, the remaining parts and provisions of this Agreement which can be separated from the invalid, unenforceable provision or provisions shall continue in full force and effect to the greatest extent possible.

Section 11.03 Governing Law; Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto hereby submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania in Allegheny County for the adjudication of any matter arising with respect to this Agreement.

Section 11.04 Statutory Provisions. Any statutory or regulatory reference in this Agreement shall include a reference to any successor to such statute or regulation and/or revision thereof. This Agreement shall be interpreted in conjunction with the Act, and to the extent this Agreement is inconsistent with any requirement of the Act shall be automatically modified in the minimum amount necessary so as to make it consistent with the foregoing.

Section 11.05 Expiration of Declarant Control Period. It is acknowledged that the Declarant Control Period under the Declaration expired prior to the date of the adoption of these Bylaws, with the

effect of reducing the authority of the declarant other than as a Lot Owner. . Nothing herein or in the Declaration, however, shall be construed to waive, transfer or otherwise affect any other rights under the Declaration, including the Declarant's rights of repurchase set forth in the Declaration.

Section 11.06 Successors and Assigns. The terms, conditions and provisions of these Bylaw shall inure to the benefit of, and be binding upon the Members and their respective heirs, successors, distributees, legal representatives and permitted assigns

ADOPTED BY MEMBERS ON _____, 2017