

BY-LAWS OF
SUMMIT STATION NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I
Introductory Provisions

1.1 Applicability. Pursuant to the requirements of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. § 5101, et. seq. (the "**Act**"), these By-Laws provide for the governance of the homeowners' association for the planned community, to be known as "Summit Station - a Planned Community" as created pursuant to (i) that certain Declaration of Covenants, Conditions and Restrictions (the "**Declaration**") recorded in the Allegheny County Department of Real Estate on June 11, 2019 ("**Recorder's Office**") in Deed Book Volume 17649, Page 309 and applicable to certain property located in South Park Township, Allegheny County as shown on the Summit Station Phase 1 Subdivision Plan of record in the Recorder's Office in Plan Book Volume 298, page 106 (the "**Plan**"), and (ii) the filing on May 14, 2019 of the Articles of Incorporation of Summit Station Neighborhood Association, Inc. (the "**Association**") with the Pennsylvania Department of State (the "**Articles of Incorporation**").

1.2 Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3 Compliance. Pursuant to the provisions of the Act, every present and future Owner (as defined in the Declaration) and all persons who occupy a Lot shall comply with these By-Laws.

1.4 Office. The principal office of the Association shall be located in the Community Center to be constructed on Parcel 6 in the Plan, or at such other place as may be designated from time to time by the Executive Board, but meetings of Members and the Executive Board may be held at such places as may be designated by the Executive Board.

ARTICLE II
The Association

2.1 Composition. The Association shall consist of all of the Owners acting as a group in accordance with the Act, the Declaration and these By-Laws. The Common Facilities shall be maintained and repaired by the Association, all in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary herein or in the Declaration. The foregoing responsibilities shall be performed by the Executive Board or hired manager as more particularly set forth in these By-Laws.

2.2 Annual Meetings. The annual meeting of the Association shall be held on the second Monday of January of each year, or at such other date as may be designated from time to time by the Owners; provided that if such date shall occur on a holiday the meeting shall be held on the next succeeding Monday. Subject to

Section 3.1 of these By-Laws, at such annual meetings the Executive Board shall be selected in accordance with the voting requirements of Section 2.10 of these By-Laws and such other business as may properly come before the meeting may be transacted.

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

2.4 Special Meetings. The President shall call a special meeting of the Association (i) if so directed by resolution of the Executive Board; or (ii) upon a petition signed and presented to the Secretary by three (3) Owners entitled to cast a vote in the Association; or (iii) at such times as may be necessary in order to elect members of the Executive Board in accordance with Section 3.1 of these By-Laws. No business shall be transacted at a special meeting except as stated in the notice.

2.5 Notice of Meetings. Written notice of each meeting of the Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than sixty (60) days before such meeting to each Owner entitled to vote at such meeting, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owners to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these By-Laws, any budget or assessment changes; and, if applicable, any proposal to remove a member of the Executive Board. The giving of notice of meeting in the manner provided in Section 10.1 of these By-Laws shall be considered service of notice.

2.6 Waiver of Notice. Before or at any meeting of the Owners, any Owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the receipt of such notice. Attendance by an Owner at any meeting of the Owners shall be a waiver of notice by him of the time and place thereof. If all the Owners are present at any meeting of the Owners, no notice shall be required and any business may be transacted at such meeting.

2.7 Meeting by Conference Telephone. One or more Owners may participate in a meeting of the Owners by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other.

2.8 Action by Consent. Any action by the Owners required or permitted to be taken at any meeting may be taken without a meeting if all of the Owners 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 Owners.

2.9 Quorum. The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, thirty (30%) percent of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation of the Association, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to

vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

2.10 Voting. Each Lot shall be allocated a vote in the in the number and proportion as specified in the Declaration. When more than one person holds an interest or interests in any Lot, all such persons shall be members of the Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event more than one vote (in the number specified in the Declaration) be cast with respect to any such Lot. All questions or matters that require the vote, consent or approval of the Owners shall require the affirmative vote, consent or approval of a majority of the votes entitled to be cast by the Owners (including the Declarant if Declarant retains title to any Lot), unless the question or matter is one upon which, by express provision of applicable law, the Articles of Incorporation or these By-Laws, a different vote is required in which case such express provision shall govern and control the decision of such question or matter.

2.11 Proxies. A vote may be cast in person or by proxy. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. Such proxy may be granted by any Owner in favor of only another Owner, a Mortgagee 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(s) 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.

ARTICLE III Executive Board

3.1 Number; Qualification and Initial Appointment.

A. The affairs of the Association shall be governed by an Executive Board which shall be composed of three (3) Directors who must be natural persons.

B. The initial Directors of the Executive Board shall be selected by Declarant and shall serve as Directors until such time as either Declarant removes them and appoints new Directors or they are replaced pursuant to Section 3.1.C or Section 3.1.D.

C. Within sixty (60) days after the sale of twenty five percent (25%) or greater of the Lots in the Planned Community (as defined in the Declaration, the Owners other than Declarant shall elect one (1) Director of the Executive Board, which Director shall serve until the second succeeding annual meeting of the Association, at which time the Lot Owners other than Declarant shall elect a replacement Director who shall serve for a two (2) year term.

D. Within sixty (60) days after the termination of the Declarant Control Period, the Owners shall elect the remaining two (2) Directors of the Executive Board, which Directors shall serve until the second succeeding annual meeting of the Association, at which meeting the Owners shall elect replacement Directors who shall serve for two (2) year terms. Thereafter, all Directors shall be elected by the Owners; provided, however, that at least two (2) of the three (3) Directors must be Owners.

3.2 Successor Appointment and Term. At the second succeeding annual meeting of the Association after the appointment of Directors pursuant to Section 3.1.D of these By-Laws, each member of the Executive Board shall be elected to serve for the term of two (2) years or until his or her successor shall be elected and shall qualify, or until the earlier of his or her death, resignation, removal or (except in the case of members of the Executive Board elected by the Declarant) sale of his or her Lot.

3.3 Removal or Resignation of Members of the Executive Board. Any one or more of the Directors of the Executive Board may be removed with or without cause by Owners entitled to elect such member of the Executive Board.

3.4 Vacancies. Vacancies in the Executive Board caused by the sale of a Lot shall be automatically filled by having the purchaser of such Lot become an Executive Board member, as of the date of the recording of a deed in favor of such purchaser of the Lot.

3.5 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.

3.6 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 unanimous vote of the members, but such meetings shall be held at least once during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail, regular or electronic, or telegraph, at least twenty (20) business days prior to the day named for such meeting.

3.7 Special Meetings. Special meetings of the Executive Board may be called by the President or Secretary 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.

3.8 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 or her 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.

3.9 Quorum of the Executive Board. At all meetings of the Executive Board a majority of the number of members of the Executive Board must be present to constitute a quorum for the transaction of business. 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. The members of the Executive Board present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough members of the Executive Board to leave less than a quorum.

3.10 Voting. A vote of the majority of the members of the Executive Board shall decide any question to be decided by the Executive Board, unless the question is one upon which, by express provision of applicable law or of the Articles of Incorporation or these By-Laws, a different vote is required in which case such express provision shall govern and control the decision of such question.

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 or her duties.

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.

3.13 Action by Consent. 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

4.1 Designation. The officers of the Association shall consist of a President, a Secretary, a Treasurer, and such other officers as the Executive Board shall from time to time determine, including without limitation one or more Vice Presidents, Assistant Secretaries and/or Assistant Treasurers. The President, the Secretary and the Treasurer shall be members of the Executive Board. Any two offices except those of President and Secretary may be held by the same person.

4.2 Election and Removal. The officers of the Association shall be elected annually by the Executive Board and, unless sooner removed by the Executive Board, the officers shall serve for a term of one (1) year and until their successors are elected and shall qualify. Any vacancies occurring in offices shall be filled by the Executive Board from time to time. The Executive Board shall appoint such temporary or acting officers as may be necessary during the temporary absence or disability of the regular officers. Upon an affirmative vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Executive Board or at any special meeting called for such purpose.

4.3 Compensation. No officer 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 or her duties.

4.4 Duties of Officers.

A. President. The President shall be the chief executive officer and head of the Association, and during the recess of the Executive Board, shall have the general control and management of its business and affairs, subject, however, to the regulation of the Executive Board. He shall preside at all meetings of the Executive Board, and shall act as temporary Chairman and call to order all meetings of the Owners of the Association and Executive Board, except as otherwise provided by law or by these By-Laws. He shall sign and execute all documents in the name of the Association when authorized to do so by the Executive Board. The President shall make annual reports showing the condition of the affairs of the Association and make such recommendations as he thinks proper, and submit the same to the Executive Board at the meeting next preceding the annual meeting of the Owners of the Association. He shall, from time to time, bring before the Executive Board such information concerning the business and property of the Association as may be required.

B. Vice President. The Vice President, if there shall be one, shall perform such duties as shall be assigned to him by the Executive Board and in the absence of the President, he shall have the power and may perform the duties of the President.

C. Secretary. The Secretary shall keep the minutes of the meetings of the Executive Board, and also the minutes of all meetings of the Owners of the Association. He shall see that due and proper notice is given of all meetings of the Owners of the Association and of the Executive Board, shall have custody of and shall sign and affix the seal of the Association, if any, to all papers and documents when they shall be signed by the President, or otherwise, as ordered by the Executive Board. He shall perform such other duties as may from time to time be required by the Executive Board, and in case of his absence or inability to act, a Secretary pro tem, who shall have the authority to exercise like powers and perform the duties of a Secretary, may be appointed by the Executive Board or the President.

D. Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Association, and shall keep full and accurate accounts of the receipts and expenditures of all Association funds in books belonging to the Association, and shall deposit all moneys and valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Executive Board and shall sign or countersign all bonds, checks, drafts, notes and orders for the payment of money, which shall be countersigned by the President or such other person as shall be designated by order of the Executive Board. He shall disburse the funds of the Association by order of the Executive Board, take proper vouchers for such disbursements, and shall render to the President and Executive Board, at the annual meeting of the Board, or whenever it may be required, an account of all of his transactions as Treasurer, and the financial condition of the Association. He shall

perform such other duties as the Executive Board may from time to time direct. The Treasurer shall furnish no bond unless the Executive Board orders otherwise.

4.5 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 Secretary/Treasurer of the Association.

ARTICLE V

Fiscal Year; Common Facilities and Assessments

5.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.

5.2 Authorization. There are by the Declaration and by these By-Laws created assessments for the Association for expenses that may from time to time specifically be authorized by the Association. The assessments shall be levied equally against all Lots. Each Owner by acceptance of a deed or recorded contract of sale for any Lot is deemed to covenant and agree to pay these assessments. The amount of the assessment shall be determined by the Executive Board annually but shall be equal among all Lots. Since there are fifteen (15) Lots in the Planned Community, each Owner shall be responsible for six point sixty six percent (6.66%) of the expenses of the Association. The Executive Board shall meet annually to prepare and adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of care, maintenance and insurance of the Common Facilities.

5.3 Obligation. All assessments, together with interest (at a rate of twelve percent (12%) per annum, but not to exceed the highest rate allowed by Pennsylvania Law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be charged on each Lot and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in any mortgage on such Lot shall be liable for unpaid assessments which accrued prior to such acquisition of title.

5.4 Certificate. The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

5.5 No Exemption or Abatement. No Owner may waive or otherwise exempt himself or herself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of any Common Facilities or abandonment of such Owner's Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Executive Board to take some action or perform some function required to be taken or performed by the Association or Executive Board under these By-Laws or the Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

ARTICLE VI Compliance and Default

6.1 Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, any Rules and/or Regulations adopted by the Executive Board (the "Rules and Regulations") and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by an Owner shall entitle the Association, acting through its Executive Board, to the following relief:

A. Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness or the act, neglect or carelessness of his or her 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 its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

B. Costs and Attorneys' Fees. In any proceedings arising out of any alleged default by an Owner, the Association shall be entitled to recover the costs of such proceeding and reasonable attorney's fees.

C. No Waiver of Rights. The failure of the Association, the Executive Board or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Owner 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 Owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act 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, the Rules and Regulations or the Act or at law or in equity.

D. Abating and Enjoining Violations by Owners. The violations of any of the Rules and Regulations adopted by the Executive Board, the breach of these By-Laws, the Declaration or the Act shall give the Executive Board the right; with prior notice and reasonable opportunity to cure, in addition to any other rights: (i) to enter the Lot in which, or as to which, such violation or breach exist and summarily to abate and remove, at the expense of the defaulting Owner, 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 (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VII Amendments

7.1 Amendments to By-Laws. Except as otherwise set forth below, these By-Laws may be amended from time to time, during the first twenty five (25) years of the term of the Association by an instrument signed by not less than ninety percent (90%) of the Owners. Except as otherwise set forth below, thereafter, these By-Laws may be amended, in whole or in part, by an instrument signed by not less than seventy five percent (75%) of the Owners. Until all the Lots are sold, any amendment must be approved by Declarant.

7.2. Rights Of Mortgagees. Subject to the limitations imposed by the Act and except as set forth below, no amendment of these By-Laws may be made without the prior written approval of all Mortgagees if and to the extent that such approval is required by the Act or if and to the extent that such amendment would (i) be a material amendment as defined by the Federal National Mortgage Association or have the effect of (ii) abandoning, encumbering, selling or transferring the Common Facilities; (iii) partitioning or subdividing any Lot or the Common Facilities; or (iv) changing the Percentage Interests of any Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Facilities shall not be deemed to be a transfer within the meaning of this Section 7.2. In any event, a Mortgagee shall be conclusively deemed to have approved an amendment if the Mortgagee fails to submit a written response to the Association within thirty (30) days after the Mortgagee receives notice of a proposed amendment.

7.3. Other Amendments. 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 which is defective or inconsistent with any other provision hereof, or if such amendment is necessary to conform to then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to planned community projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Owners or to that effect Mortgagees, upon receipt by the Executive Board of an opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans or an opinion from independent counsel to the effect that the proposed amendment is permitted by the Act. Each such amendment shall be effective upon the recording of an appropriate instrument setting

forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

7.4. Declarant's Rights. Until the expiration of Declarant's rights to control the Association described in Section 5303(c) of the Act, Declarant shall have the unilateral right to amend these By-Laws, as Declarant deems necessary, subject, however, to the Act and to the limitation that no such Amendment shall act to deprive or limit any Owner's rights in or to the Common Facilities. So long as the Declarant owns any Lots, no amendment to these By-Laws shall be effective or recorded without Declarant's review and written consent.

ARTICLE VIII

Liability of Members of the Executive Board

8.1 Liability of Members of the Executive Board. Except for responsibility or liability of a member of the Executive Board pursuant to any criminal statute or for payment of taxes pursuant to local, state or Federal law, a member of the Executive Board of the Association shall not be personally liable for monetary damages for any action taken or any failure to take any action unless (a) such member of the Executive Board has breached or failed to perform his fiduciary duties as provided in Section 8.2 hereof and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

8.2 Member of the Executive Board's Fiduciary Duties. A member of the Executive Board of the Association shall stand in a fiduciary relation to the Association and shall perform his duties as a member of the Executive Board (including as a member of any committee of the Board) in accordance with the standards set forth in Section 5712 of the Pennsylvania Associations Code (15 Pa.C.S.A. §5712), as the same may be amended from time to time. Absent breach of fiduciary duty, lack of good faith, or self-dealing, actions taken as a member of the Executive Board or any failure to take any action shall be presumed to be in the best interest of the Association.

ARTICLE IX

Indemnification

9.1 Right to Indemnification. In the event a representative was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, because he is or was a representative or because he is or was serving as a representative of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, the Association (a) shall indemnify a representative who has been successful on the merits or otherwise in defense of any such action, suit or proceeding or in defense of any claim, issue or matter therein, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith; (b) may indemnify a representative against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him even if he has not been successful on the merits in other than a derivative suit, if

he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association (and, in the case of a criminal proceeding, had no reason to believe his conduct was unlawful); and (c) may indemnify a representative for expenses (including attorneys' fees) actually and reasonably incurred by him in a suit by or in the right of the Association (derivative suit) even if he is unsuccessful on the merits, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and is not adjudged to be liable for willful misconduct or recklessness in the performance of his duty to the Association.

9.2 Required Determination. Any indemnification under Section 9.1 (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of the representative is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 9.1. Such determination shall be made (a) by the Executive Board by a majority vote of a quorum consisting of the members of the Executive Board who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable if a quorum of disinterested members of the Executive Board so directs, by independent legal counsel in a written opinion.

9.3 Advances for Expenses. Expenses incurred by or imposed upon a representative 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 the representative to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article.

9.4 Nonexclusivity and Nonduplication. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any other By-law, agreement, vote of members or disinterested members of the Executive Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding any other provisions set forth in this Article, the indemnification authorized and provided hereby shall be applicable only to the extent that any such indemnification shall not duplicate indemnity or reimbursement which such person has received or shall receive otherwise than under this Article.

9.5 Preservation of Rights. No amendment or repeal of this Article shall adversely affect any right or protection extended to a representative hereunder for an act or failure to act occurring prior to the time of such amendment or repeal. Each representative shall be deemed to act in such capacity in reliance upon the rights of indemnification and advancement of expenses hereunder. The rights to indemnification and advancement of expenses hereunder shall continue as to a person who has ceased to be a representative and shall inure to the benefit of the heirs, executors and administrators of such person.

9.6 Insurance or Other Funding. The Association may create a fund of any nature which may, but need not be, under the control of a trustee or otherwise secured or may insure in any manner its indemnification obligations, whether arising hereunder or otherwise. The Association may purchase and maintain insurance on

behalf of any person who is or was a representative of the Association or is or was serving at the request of the Association as a representative of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise against any liability asserted against him and incurred by or imposed upon him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or otherwise, upon such terms and conditions as the Association may deem requisite including a requirement that any such person must contribute a portion or all of the cost of maintaining such insurance.

ARTICLE X
Miscellaneous

10.1 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 United States mail postage prepaid (or otherwise as the Act may permit), (i) if to an Owner, at the single address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, the Executive Board or to the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot 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 notice here under.

10.2 Captions. The captions herein are inserted only 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 provisions thereof.

10.3 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.

10.4 Effective Date. These By-Laws shall become effective when the Declaration and the Plats and Plans have been duly recorded.

10.5 Invalidity. If any provisions of these By-Laws are determined by a court of competent jurisdiction to be invalid, the determination shall not affect the validity or effect the remaining provisions hereof.

10.6 Conflicts. The terms and provisions of the Act and the Declaration shall control in case of any conflict between them and the provisions of these By-Laws.

10.7 Seal. If required by the Executive Board, the Association shall have a seal containing the name of the Association, its year of incorporation, and a statement that it is a Pennsylvania Non-Profit Corporation.

- e. Note stating that a 5 foot strip is dedicated to the widening of Brownsville Road and a 5 foot strip is dedicated to the widening of Wood Street.

The following matters set forth on the Library Park 'N Ride Plan recorded in Plan Book Volume 221, pages 142 and 143:

- a. Fifty foot and 10 feet building lines along Brownsville and Library Roads.
- b. Ten foot building line along Pleasant Street.
- c. Fifteen foot wide sewer easement (Municipal Authority of Bethel Park).
- d. Proposed 20 foot wide easement for existing 10 inch sanitary sewer.
- e. Note regarding sanitary sewer facilities.
- f. Piney Fork Creek crossing the land.

The following matters shown on the South Park Historical Society Plan recorded in Plan Book Volume 266, page 2:

- a. Ten foot building line along Brownsville and Library Roads.
- b. Ten foot building line along Pleasant Street.
- c. Twenty-five foot rear yard building line.
- d. Fifteen foot wide sewer easement (Municipal Authority of Bethel Park).
- e. Twenty foot wide easement for existing 10 inch sanitary sewer.
- f. Sixteen and one half foot wide easement for water line of Pennsylvania American Water Company.
- g. Easements for the benefit of the owners of Parcel A-2 for parking spaces and ingress, egress and regress.
- h. Piney Fork Creek crossing the land.

The following matters shown on the Consol Mining Company LLC R&D Property Plan No. 1 recorded in Plan Book Volume 290, page 19 and re-recorded in Plan Book Volume 290, page 30:

- a. Building lines.
- b. Storm sewer and sanitary sewer easements.

Temporary easement for a gas line granted to Consol Mining Company LLC by Temporary Cross Utility Easement Agreement between Consol Mining Company LLC and Mero South Park Ventures LLC dated October 27, 2016 and recorded in Deed Book Volume 16588, page 491; and terms and conditions set forth in said agreement.

First Amendment to Trail Recreational Easement Agreement dated August 6, 2018 between Mero South Park Ventures LLC and Montour Trail Council in Deed Book 17378, Page 351.

Easement for Development dated October 5, 2018 between Mero South Park Ventures LLC and West Penn Power Company in Deed Book Volume 17390, Page 544.

Instrument for the Declaration of Restrictions and Covenants (Post Construction Stormwater Management Best Management Practices) dated October 29, 2018 by Mero South Park Ventures LLC in Deed Book Volume 17432, Page 458.

Building Entrance Facility Grant between Mero South Park Ventures LLC and Verizon Pennsylvania LLC dated October 16, 2018 in Deed Book Volume 17452, Page 18.

Development Grant between Mero South Park Ventures LLC and Verizon Pennsylvania LLC dated October 16, 2018 in Deed Book Volume 17454, Page 44.

Deed of Easement and Right of Way between Mero South Park Ventures LLC and Pennsylvania-American Water Company dated February 20, 2019 in Deed Book Volume 17588, Page 519.

All matters shown on the Summit Station Phase 1 Subdivision Plan in Plan Book Volume 298, Page 106.

Open-End Mortgage and Assignment of Leases and Rents securing loan from Fifth Third Bank to Declarants in Mortgage Book Volume 49749, Page 430 and Deed Book 17357, Page 580, respectively.

EXHIBIT "D"
COMMON FACILITIES' IMPROVEMENTS

Clubhouse Building, with equipment and furniture (excluding furniture in leasing office areas, see exhibit B), swimming pool. Pavement and other improvements located in common HOA parcels.

EXHIBIT "E"
SUMMIT STATION OPERATION AND MAINTENANCE PLAN FOR BIORETENTION AREAS

1. The Homeowner's Association (HOA) is responsible for Operation and Maintenance (O&M) of the stormwater management BMPs. If the HOA fails to adhere to the O&M agreement, the municipality may perform the services required and charge the owner the appropriate fees. Nonpayment of fees may result in a collection action including, but limited to, the filing of a municipal lien against the property.
2. Stormwater management BMPs include Bioretention Areas 1A, 1B, 2, and 3.
3. At a minimum, inspections of the facilities should be performed quarterly and during or immediately after the cessation of a 10-year or greater storm (3.5 inches in 24 hours).
4. Inspections shall be completed using the proper equipment necessary to inspect the facilities accurately and safely. Local, state, and federal safety regulations shall be employed during inspection.
5. The HOA shall maintain records of all inspections and associated maintenance/repair activities.
6. It shall be the responsibility of the HOA or HOA's contractor to comply with PADEP and other applicable local, state, and federal regulations; including but not limited to, the manner, direction, location, and condition of the waste disposal site chosen by site operations.
7. All waste material (including trash, sediment, debris, and other detritus removed from BMPs) shall be hauled off the site and disposed of at an approved location in compliance with all local, state, and federal regulations, unless noted otherwise herein.

BIORETENTION AREAS 1A, 1B, 2, AND 3:

- The Homeowner's Association (HOA) is responsible for Operation and Maintenance (O&M) of the stormwater management BMPs.
- At a minimum, inspections of the facilities should be performed quarterly and during or immediately after the cessation of a 10-year or greater storm (3.5 inches in 24 hours).
- During inspections, accumulated debris in the riprap inflow, planting bed, or the outlet structure that could clog the system should be removed immediately when observed. The planting bed should be kept clean of debris and heavy siltation. Remove and replace any dead trees and shrubs.
- While vegetation is being established, pruning and weeding may be required.
- Perennial plantings may be cut down at the end of growing season.
- Mulch should be re-spread when erosion is evident and may be replenished as needed. Once every 2 to 3 years the entire area may require mulch replacement. Triple shredded wood mulch should be used. Wood chips should not be used.
- Valve in outlet structure should be closed when installed and remained closed during normal operations. Use valve to dewater system prior to maintenance.
- If system does not drain because underlying soils have become clogged, valve may be left open during normal operations. If standing water is observed with valve open after 48 hours, flush underdrain via the cleanout. If system still has standing water after flushing, replace underdrain pipe, stone bedding/backfill, and geotextile wrap.