

Allegheny County Jerry Tyskiewicz Department of Real Estate Pittsburgh, PA 15219

NOV 1 2 2014 RECEIVED

Instrument Number: 2014-31590

BK-DE VL-15789 PG-457

Recorded On: November 05, 2014

As-Deed Agreement

Parties: HICKORY ON THE GREEN HOMEOWNERS ASN

HICKORY ON THE GREEN HOMEOWNERS ASN

of Pages: 13

Comment: AMENDED RESTATED BY LAWS

***** THIS IS NOT A BILL

Deed Agreement

162.00

Total:

162.00

Realty Transfer Stamp

NOT A DEED OF TRANSFER

Affidavit Attached-No

To

Department of Real Estate Stamp

Certified On/By-> 11-05-2014 / P F

0.00 Value

EXEMPT

NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

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

File Information:

Record and Return To:

Document Number: 2014-31590

Receipt Number: 2754999

Recorded Date/Time: November 05, 2014 12:12:07P

WILL CALL

Book-Vol/Pg: BK-DE VL-15789 PG-457

PAPERNICK & GEFSKY

PITTSBURGH PA 15219

User / Station: A Matthews - Cash Super 04



skiewicz, Acting Manager Rich Fitzgerald, County Executive

AMENDED AND RESTATED

BY-LAWS

OF

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION

This Amended and Restated By-Laws for HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION, INC., is made this 18 day of MARCH 2014.

WITNESSETH:

WHEREAS, Hickory Green Development Co., Inc., a Pennsylvania corporation (the "Declarant") by Declaration of Covenants, Conditions and Restrictions dated November 13, 1992, as recorded in the Department of Real Estate of Allegheny County, Pennsylvania (the "Recorder's Office") in Deed Book Volume 8849, page 39 (the "Original Declaration") created the Hickory on the Green Homeowners Association, Inc. (the "Association"); on a developed parcel of land in the Township of South Fayette, County of Allegheny, Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A", attached thereto (the "Property"); and

WHEREAS, the Original Declaration was amended by the Declarant on August 1, 1994 by an Amendment to Declaration of Covenants, Conditions and Restrictions of Hickory on the Green recorded in the Recorder's Office at Deed Book Volume 9307 page 340, and again amended by the Declarant on December 19, 1996 by an Amendment to Declaration of Covenants, Conditions and Restrictions of Hickory on the Green recorded in the Recorder's Office at Deed Book Volume 9866, page 627; and

WHEREAS, the Original Declaration was revised and restated by the Association on June 8, 1999, by the Hickory on the Green Revised and Restated Declaration of Covenants, Conditions and Restrictions recorded in the Recorder's Office at Deed Book Volume 10502, page 345 (hereinafter, the "Declaration"); and

WHEREAS, the Declarant adopted the By-Laws for the Association, dated October 1, 1992, and recorded in the Recorder's Office at Deed Book Volume 8849, page 69 (the "Original By-Laws"); and

WHEREAS, the Original Bylaws were amended by an Amendment to Bylaws dated October 1, 1992 and recorded in the Recorder's Office at Deed Book Volume 10145 page 240;

WHEREAS the Original Bylaws were revised and restated by the Revised and Restated Bylaws dated June 8, 1999 and recorded in the Recorder's Office at Deed Book Volume 10502 page 327 (the "First Revised and Restated Bylaws");

WHEREAS, the First Revised and Restated Bylaws were amended by an Amendment to Bylaws dated January 21, 2001 and recorded in the Recorder's Office at Deed Book Volume 10970 page 387; and

WHEREAS, in accordance with the provisions of the By-Laws, these By-Laws have been amended at a meeting of the Members by a vote of a majority of Members present in person or by proxy.

NOW, THEREFORE, the Board of Directors of Hickory on the Green Homeowners Association, Inc. does hereby file and record the following Amended and Restated By-Laws of Hickory on the Green Homeowners Association, Inc.:

AMENDED AND RESTATED

BY-LAWS

 \mathbf{OF}

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of this corporation is HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association". The principal office of the Association shall be located in Allegheny County, Pennsylvania but meetings of members and directors may be held at such other places as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Unless the context clearly indicates otherwise, the words and phrases used herein have the same meaning as the identical words and phrases have in the Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded with respect to the development known as "Hickory on The Green", located in the Township of South Fayette, County of Allegheny, Commonwealth of Pennsylvania, as they may be amended from time to time, (hereinafter referred to as the "Declaration").

In addition, "Designee" shall mean "the person or entity under contract to manage the Association" and confirmed by a Resolution of the Board of Directors.

ARTICLE III MEMBERSHIP

The Members shall consist of all the Owners of Lots in the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. The Association shall have one class of voting Membership, as more fully set forth in the Declaration.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. An annual meeting of the Members shall be held in the month of November, or within one month thereof, as set by the Board, in each calendar year. No matters will be voted upon at such meeting if not presented to the Owners for review, delivered by any means acceptable under Article XIV Section 14 of the Declaration, at least thirty (30) business days prior to the date of the annual Owners' meeting.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or a majority of the Board of Directors, or on written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Membership.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary by any means acceptable under Article XIV Section 14 of the Declaration, at least thirty (30) days before such meeting (except for meetings called for the purpose of taking any action authorized under Article IV Section 3 and 4 of the Declaration, which notice shall be not less than twenty (20) nor more than sixty (60) days in advance of such meeting as provided in Article IV Section 6 of the Declaration) to each Member entitled to vote thereat, addressed to the Member's address or e-mail address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and time of the meeting and, in the case of a special meeting, the purpose of the meeting. A written waiver of notice shall be deemed equivalent to the giving of notice. The attendance of a Member in person or by proxy at the meeting shall constitute a waiver of notice by such member.

Section 4. Proxies. At all meetings of members, each voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon sale by the Member of their Lot or Unit. Any one Owner may not hold more than three (3) proxies for voting purposes. Any number may be held for quorum purposes. A proxy may not be valid for more than sixty (60) days.

Section 5. Quorum. The presence, either in person or by proxy, of the Members entitled to cast ten percent (10%) of all the votes shall constitute a quorum for any action, except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting without notice other than announcement at the meeting, until a quorum shall be present or be represented. The Members at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough votes to leave less than a quorum.

ARTICLE V BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. Board Members shall be either Unit Owners or the spouse of a Unit Owner. Only one Board Member shall be permitted per Unit. The number of Directors shall be five (5) who shall hold office until their successors have been elected or appointed in the manner herein provided.

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Section 2. Term of Office. Each Board Member shall be elected for a term of three (3) years, with such terms fixed so that approximately one third (1/3) of the persons on the Board of Directors shall expire annually (a "Staggered Term"). At the first annual meeting where Directors are to be elected for a Staggered Term, the members shall elect two (2) Directors for a term of one (1) year; two (2) Directors for a term of two (2) years and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect Directors for each expiring term for a term of three (3) years. The Directors shall hold office until their successors have been elected. At any election of Directors, each Owner shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled. Directors may be elected to serve any number of consecutive terms.

Section 3. Removal or Vacancy. A Board Member may be removed from the Board, with or without cause, by a majority vote of the Members present at any special meeting at which a quorum is present and called for that purpose. In the event of death, resignation or removal of a Board Member, a successor shall be selected by the remaining Board Members and shall serve for the unexpired term of their predecessor.

<u>Section 4.</u> <u>Compensation.</u> Except as otherwise provided herein, no Board Member shall receive compensation for their services as a Board Member. However, Board Members may be reimbursed for any reasonable and necessary expenses incurred in the performance of their duties.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations. Nominations for election to the Board of Directors shall be made on a nomination form approved by the Board of Directors and signed by the nominee and two (2) other separate Owners in the Association. This form must be received by the Board Secretary or their designated representative not later than two (2) weeks prior to the announced date of the annual meeting.

Section 2. Election Rules.

- (a) All nominations must be in writing on a Board approved form and received by the Board Secretary or their designated representative no later than fourteen (14) days prior to the meeting date.
- (b) Nominations may not be made from the floor on the night of the meeting. Open positions will be treated as a vacancy.
- (c) All proxies must be in writing on a Board approved form and received by the Board Secretary or their designated representative no later than forty-eight (48) hours prior to the start time of the meeting. Proxies received after that time will count for a quorum only.
- (d) No owners of a single Unit may hold more than three (3) proxies for voting. Any number may be held for quorum purposes.
- (e) Any challenges to the election results must be made to the Board Secretary or President within fifteen (15) minutes of the announcement of the results. After that, no challenges will be accepted.

- (f) All election material, ballots, etc., except tally sheets will be destroyed within forty-eight (48) hours after the announcement of the results.
- Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the voting Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII MEETINGS OF DIRECTORS

- Section 1. Regular Meetings. Regular meetings of the elected Board of Directors shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. No matters will be voted upon at such meeting if not presented to the Board of Directors for review at least seventy-two (72) hours prior to the meeting, unless such matter is deemed to be emergency in nature.
- <u>Section 2.</u> <u>Special Meetings.</u> Special Meetings of the Board of Directors shall be held when called by the President of the Board of Directors or by any three (3) Board members, after not less than three (3) days' notice to each Board member.
- <u>Section 3.</u> <u>Quorum.</u> At all meetings of the Board of Directors, a majority of the Board members shall constitute a quorum for the transaction of business, and any action taken by the majority of those present shall be regarded as the act of the Board of Directors.
- <u>Section 4.</u> <u>Use of Conference Telephone Equipment</u>. One or more Board member may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating n the meeting can hear each other. Participation by such means shall constitute presence in person at the meeting.
- Section 5. Action Taken Without A Meeting. The Board members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written (or emailed) consent of all of the Board Members. Any action so approved by all of the Board Members shall have the same effect as though taken at a meeting of the Board Members.
- Section 6. Conflict of Interest. In the event any Board member has a Conflict of Interest that might improperly limit such Director's fair and impartial participation in deliberations of decisions of the Board of Directors, such Board member shall inform the Board of Directors as to the circumstance of such conflict. If circumstances require the nonparticipation of the affected Board member, the Board of Directors may nonetheless request from the Board member any appropriate non-confidential information which might inform its decisions. "Conflict of Interest," as referred to herein, shall include but shall not be limited to, any transaction by or with the Association in which the Board member has a direct or indirect financial interest, or any transaction in which a Board member is unable to exercise impartial judgment or otherwise act in the best interests of the Association. No Board member shall cast a vote, nor take part in the final deliberation in any matter in which he or she, members of his or her immediate family, or any organization to which such Board member has allegiance, or has a personal interest in that may seen as competing with the interests of the Association. Any Board member who

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believes he or she may have such a Conflict of Interest shall so notify the Board of Directors prior to the deliberation on the matter in question, and the Board of Directors shall make final determination as to the whether any Board member has a Conflict of Interest in the matter. The minutes of the Board of Directors meeting shall reflect disclosure of any Conflict of Interest and the recusal of the interested Board member. Any Board member with a Conflict of Interest may be counted in determining the presence of a quorum at a meeting of the Board of Directors.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

<u>Section 1.</u> <u>Powers.</u> The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and Common Property, and the personal conduct of the Members and their guests thereon, and to establish fines and other penalties for the infractions thereof;
- (b) Exercise for the Association all powers, duties, and authority vested in or delegated to Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) Declare the position of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without cause;
- (d) Employ a manager, a Designee, an independent contractor, or such other employees as they deem necessary and to prescribe their duties;
- (e) Open and maintain bank and other financial institution accounts and designate the signature required;
- (f) Collect assessments;
- (g) Enforce by legal means the provisions of the Declaration, these By-Laws and any rules and regulations and bring any proceeding which may be instituted on behalf of the Members concerning the Association;
- (h) Borrow money for the purpose of the repair or restoration of the Common Area and Common Property. Any borrowing over \$50,000.00 must have approval by simple majority of the Members present in person or by proxy at a meeting called for that purpose.

<u>Section 2.</u> <u>Duties.</u> It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;
- (b) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

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- (c) As more fully provided in the Declaration:
 - (1) Adopt an annual budget and fix the amount of the annual Association Assessment against each Unit at least thirty (30) days in advance of each annual Owners' meeting;
 - (2) Send written notice of assessment to every Owner subject thereto at least thirty (30) days in advance of each annual Owners' meeting;
 - (3) At its option, commence legal action against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) Procure and maintain insurance as provided in Article V of the Declaration;
- (e) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (f) Cause the Common Areas and Common Property to be maintained;
- (g) Issue or cause an appropriate officer, or their Designee, to issue, or demand, a certificate as provided in §5407 of the UPCA, setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates;
- (h) Carry out any other duties imposed by the Declaration or these By-Laws.

ARTICLE IX OFFICERS AND THEIR DUTIES

- <u>Section 1.</u> <u>Enumeration of Officers.</u> The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President, Vice President, Secretary and Treasurer must be members of the Board of Directors.
- <u>Section 2.</u> <u>Election of Officers.</u> The election of officers shall take place at the first meeting of the Board of Directors immediately following each annual meeting of the membership.
- <u>Section 3.</u> <u>Term.</u> The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless they shall sooner resign, be removed or otherwise be disqualified to serve. Officers may be elected to serve any number of consecutive terms.
- <u>Section 4.</u> <u>Special Appointments.</u> The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
- <u>Section 5.</u> <u>Resignation and Removal</u>. Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving

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written notice to the Board of Directors, President, Secretary or their Designee. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. <u>Vacancies</u>. A vacancy in any office may be filled by appointments by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

<u>Section 7.</u> <u>Multiple Offices</u>. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

<u>Section 8.</u> <u>Compensation.</u> The President and Vice President shall not receive any compensation for their services, except they may receive reimbursement for reasonable and necessary out-of-pocket expenses. The Secretary and Treasurer may be compensated for their services if the Board of Directors determines that such compensation is appropriate.

Section 9. Duties. The duties of the officers are as follows:

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; appoint committee members and assign their duties; the President shall sign all leases, mortgages, deeds and promissory notes. The President, or his Designee, shall sign all other contracts or authorizations and co-sign all checks on behalf of the Association.
- (b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) The Secretary, or his Designee, shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.
- (d) The Treasurer, or his Designee, shall cause an annual audit, review, other outside evaluation of the finances or choose to decline any of the above at the completion of each fiscal year based on a vote of the majority of Owners present in person or by proxy at the annual Owners' meeting. The Treasurer, or his Designee, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account and cause tax returns to be filed by a qualified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of the most current income and expenditures to be presented to the Membership at the regular annual Owners' meeting.

ARTICLE X COMMITTEES

The Board shall appoint an Architectural Review Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint such other committees as are deemed necessary.

ARTICLE XI Indemnification

- Section 1. Unless otherwise prohibited by law, the Association shall reimburse or indemnify each Board member, officer, employee or any former Board member, former officer and former employee of the Association (and of any committee which he or she served at the request of the Association) for or against any and all expenses and liabilities incurred by or imposed upon him or her in connection with or resulting from any claim, action, suit or proceeding (civil, criminal, administrative or investigative) (hereinafter called "action"), in which he or she may become involved as a party or otherwise by reason of his/her being or having been such Board member, officer or employee, or by reason of any action taken or not taken in such capacity, whether or not he or she continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of these By-Laws.
- Section 2. Notwithstanding the forgoing, there shall be no indemnification in relation to matters as to which he or she shall be: (i) adjudged to be guilty of a criminal offense, unless the Board member, officer or employee had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; or (ii) liable to the Association for damages arising out of his or her own gross negligence or willful misconduct in the performance of its duties to the Association.
- <u>Section 3</u>. As used in these By-Laws, the terms "liabilities and expenses" shall include, but not be limited to, counsel fees and other expenses, costs and disbursements, judgments, fines or penalties against, and amounts paid in settlement by a Board member, officer or employee, or former Board member, former officer or former employee.
- Section 4. The Association may advance expenses or, where appropriate, may itself undertake the defense of any Board member, officer, or employee. However, in advance of such expenses or defense, such Board member, officer, or employee must agree in writing to repay such expenses if it should be ultimately determined that he or she is not entitled to indemnification under this article.
- Section 5. The right of reimbursement and indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and, in the event of his or her death, shall extend to the legal representatives of his or her estate.
- Section 6. The Board of Directors may also authorize the purchase of insurance on behalf of any Board member, officer, employee, or other agent against any liability incurred by him which arises out of such person's status as a Board member, officer, employee, or agent, whether or not the Association would have the power to indemnify the person against that liability under law.

ARTICLE XII ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual Association assessments, special assessments and specific assessments, all of which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and the Board shall enforce said assessments as set forth in the Declaration. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Common Property or claim of lack of services or quality of services or abandonment of their Unit.

ARTICLE XIII AMENDMENTS

These By-Laws may be amended at a regular or special meeting of the Membership at which a quorum is present, by vote of a majority of Members present in person or by proxy.

ARTICLE XIV MISCELLANEOUS

- <u>Section 1</u>. <u>Fiscal Year</u>. The fiscal year of the Association shall be January 1 through December 31, subject to applicable law.
- Section 2. Books and Records. The Association shall keep records and books of accounts and minutes of meetings as well as a list or record of all Members. The books and records shall be available at reasonable times for inspection by any Member of the Association at the Association's principal office, and copies made available at a reasonable cost.
- <u>Section 3.</u> <u>Conflicts.</u> In the case of any conflicts between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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IN WITNESS WHEREOF, WE, being the President and Secretary of the Board of Directors of Hickory On The Green Homeowners Association, Inc. attest that a majority of the Owners have voted in favor of these Amendments in accordance with the prior documents and adopted the foregoing By-Laws this day.

President

Secretary

CERTIFICATION

I, the undersigned, hereby certify that:

- 1. I am the duly elected and acting Secretary of the Hickory On The Green Homeowners Association, Inc., a Pennsylvania corporation.
- 2. That the foregoing By-Laws are the Amended and Restated By-Laws of the Association, having been duly adopted at a meeting of the Membership of the Association held on March 18, 2014

IN WITNESS WHEREOF, I have hereunto subscribed my name this 18th day of March, 2014.

Secretary

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COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

On this 18 day of MNEST 2014, before me, a Notary Public, the undersigned Officer, personally appeared DAND SOIL ONCESS. Who acknowledged him/herself to be the President of Hickory on the Green Homeowners Association, Inc., a Pennsylvania corporation, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL

NOTARIAL SEAL

Janice M. Herrie, Notary Public

Carnegle Boro, Allegheny County

My Commission Expires Feb. 22, 2018

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

On this 18 day of MARCH 2014, before me, a Notary Public, the undersigned officer, personally appeared were your Beau, who acknowledged him/herself to be the Secretary of Hickory on the Green Homeowners Association, Inc., a Pennsylvania corporation, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Janice M. Herrie, Notary Public

Carnegie Boro, Allegheny County

My Commission Expires Feb. 22, 2018

NEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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COMMONWEALTH OF PENNSYLVANIA MOTARIAL SEAL

Janice M. Herrie, Notary Public Camegie Boro, Alteghany County My Commission Expires Feb. 22, 2018 MEWSEE, PERRSYLVANIA ASSOCIATION OF ROTABLES

COMMONWEALTH OF PENNSYLVANIA

MOTARIAL SEAL Janice M. Hente, Notary Public. Camegie Boro, Allegheny County My Commission Expines Feb. 22, 2018
MENBER, PERMSYLVANIA ASSOCIATION OF NOTARIES