



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

**CMP**  
NOV 12 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

To HICKORY ON THE GREEN HOMEOWNERS ASN

# of Pages: 13

Comment: AMENDED RESTATED BY LAWS

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 162.00  
0  
0  
Total: 162.00

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

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

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  
Book-Vol/Pg: BK-DE VL-15789 PG-457  
User / Station: A Matthews - Cash Super 04

PAPERICK & GEFSKY  
WILL CALL  
PITTSBURGH PA 15219



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Acting Manager  
Rich Fitzgerald, County Executive

NOV 12 2014

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**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**

**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.

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.

Section 4. Compensation. 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.

Section 2. Special Meetings. 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.

Section 3. Quorum. 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.

Section 4. Use of Conference Telephone Equipment. 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 in 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 be seen as competing with the interests of the Association. Any Board member who

