



60 2019 00012618

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

Instrument Number: 2019-12618

BK-DE VL-17607 PG-1

Recorded On: May 07, 2019

As-Deed Agreement

Parties: HEMLOCKS II HOMEOWNERS ASN INC

To HEMLOCKS II HOMEOWNERS ASN INC

# of Pages: 16

Comment: AMEND

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

Deed Agreement 166.75  
0  
0  
Total: 166.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified On/By-> 05-07-2019 / Scott Stickman
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

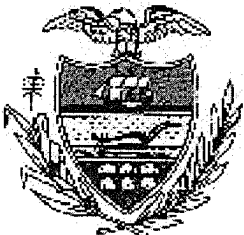
**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2019-12618  
Receipt Number: 3577293  
Recorded Date/Time: May 07, 2019 11:46:46A  
Book-Vol/Pg: BK-DE VL-17607 PG-1  
User / Station: J Clark - Cash Super 06

LISA M BURKHART ESQ  
BRANDT MILNES & REA PC  
310 GRANT ST STE 1109  
PITTSBURGH PA 15219



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

**AMENDED AND RESTATED BY LAWS  
Of  
THE HEMLOCKS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

The name of this corporation is: THE HEMLOCKS II HOMEOWNERS ASSOCIATION, INC. Its principal office is located in Hampton Township, Pennsylvania.

**ARTICLE II  
Purpose**

To promote the collective and individual interests and rights of all persons owning property in Parcels "A", "B", "C", "D", "I", "J", "K", "L", "M", "N", "O", "R", and "S" in the Hemlocks II Plan situated in Hampton Township, Allegheny County, Pennsylvania, and to enforce, maintain and administer the covenants, easements, restrictions and conditions set forth in the "Declaration of Covenants, Conditions and Restrictions" appertaining to said Plan, to enforce compliance with the By-Laws of the Association, and to collect and disburse assessments levied on the Members of the Corporation.

**ARTICLE III  
Definitions**

Section 1. "Association" shall mean and refer to The Hemlocks II Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property which comprising Parcels "A", "B", "C", "D", "I", "J", "K", "L", "M", "N", "O", "R", and "S" the "Hemlocks II" Plan of Lots as said Plan is recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 88, Pages 154 and 155, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the provisions of said Declaration.

Section 3. "Common Area" shall mean all real property which may be hereinafter owned by the Association for the common use and enjoyment of the Members.

Section 4. "Lot" shall mean and refer to any plot of land contained in Parcels "A", "B", "C", "D", "I", "J", "K", "L", "M", "N", "O", "R", and "S" in the recorded subdivision map for Hemlocks II with the exception of the streets.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or

entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarants" shall mean and refer to those Owners whose acknowledged signatures appear herin below and any Owner who subsequently, to the recording hereof, becomes a Member.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Recorder's Office of Allegheny County, Pennsylvania an Deed Book Volume 5088, page 673.

Section 8. "Member" shall mean and refer to those Owners whose lots are subject to the By-Laws of the Association and who are Members of the Association.

Section 9. "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania, unless otherwise clearly indicated.

#### ARTICLE IV Membership

Section 1. The members shall consist of all the Declarants and any future Lot Owner in Parcels "A", "B", "C", "D", "I", "J", "K", "L", "M", "N", "O", "R", and "S" whose lot and/or dwelling erected thereon is subject to the By-Laws of the Association by a deed restriction or by a duly recorded document. Membership shall be appurtenant to and may not be separated from ownership of any unit.

Section 2. The Declarants hereby declare that these By-Laws and any lawful amendments therof, are subjected to these By-Laws or any lawful amendments hereof.

Section 3. The Association shall not deny membership to any Owner of any Lot; PROVIDED, THAT said Owner shall subject his Lot and/or dwelling erected theron to the By-Laws of the Association by a deed restriction or by a duly recorded document.

#### ARTICLE V Meeting of Members

Section 1. Annual Meetings. The Annual Meeting of the Members will be held each year within the month of November, after standard work hours.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of 30% of the members who are entitled to vote

Section 3. Notice of Meetings. Written notice of each meeting of the members will 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 fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's 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 hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. A quorum is thirty (30%) present of the voting members attending in person or by proxy. When a quorum is not present, those members present shall adjourn the meeting.

Section 5. Voting Rights. Each Member present at any duly organized meeting of Members, in person or by proxy, shall be entitled to cast one (1) vote for each Lot owned by said Member on any matter requiring a vote of the Members at said meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. Proxies are only permitted to be filled for items known and declared prior to the vote. Proxies may be revocable or irrevocable.

## ARTICLE VI Duties and Powers of the Association

In addition to the duties and powers inherently charged to and possessed by the Association as a Pennsylvania not-for-profit corporation, and the duties and powers enumerated herein or elsewhere provided for, and without limiting the generality of the same: the Association, through its Board of Directors, shall have the following duties and powers:

### Section 1. Common Areas

- a) Own, maintain and/or otherwise manage any Common Area hereinafter acquired by the Association and all facilities, improvements, lawns, trees, shrubs and other landscaping features situated thereon.
- b) Pay any real property taxes and charges assessed against the Common Area.
- c) Obtain, for the benefit of the Common Area, all water and electric services, refuse collection and similar services.
- d) Grant easements where necessary for public utilities over the Common Area to serve both the Common Area and the Lots.

- e) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members, officers and Directors.
- f) Establish and maintain a working capital and contingency fund with respect to the Common Area in the amount determined from time to time by the Board of Directors. The fund shall be employed by the Association in such manner as its Directors shall deem fit for the purpose of effectuating the objects and purposes of the Association, consistent with the terms and provisions of this Declaration. Funding may be furnished by means of the Assessments provided for in Article XIII of these By-Laws.

## Section 2. Residential Areas and Exterior Building Maintenance

In addition to the maintenance upon the Common Area, the Association shall provide for the maintenance, repair and replacement of the exteriors of the dwellings on each Lot owned by Members as follows:

- a) Paint, stain, refinish, repair, replace and tuck point all exterior surfaces of the Members homes, excluding glass surfaces, but specifically including, among other things, siding, roofs, chimneys, gutters, downspouts and shutters. All of the foregoing services shall comply with the standards from time to time adopted by the Architectural Control Committee.
- b) Mow and rake lawns within each Members' Lot unless fenced, surrounded by shrubs, or landscaped by the Member in such manner as to preclude convenient access by large equipment. The determination of the Board of Directors with respect to convenience shall be binding and conclusive.
- c) Establish and maintain a working capital and contingency fund with respect to the work to be performed on the Residential Areas in the amount determined from time to time by the Board of Directors. The fund shall be employed by the Association in such manner as its Directors shall deem fit for the purpose of effectuating the objects and purposes of the Association, consistent with the terms and provisions of this Declaration. Funding may be furnished by means of the Assessments provided for in Article XIII of these By-Laws.
- d) For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Unit at Reasonable hours on any day except Sunday.

The foregoing services provided by the Association with respect to exterior surfaces of a Member's home shall be limited to normal wear, tear and deteriorations, and each member shall be solely responsible for all exterior replacement, as well as all interior and structural repair and replacement, occasioned by insurable casualty as hereinafter provided. In the event a Member

shall fail to promptly effect the repairs and replacements occasioned by insurable casualty, the Association may (but shall not hereby be required) to effect such repairs and replacements, and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in the connection, including the right provided for in these By-Laws to receive applicable insurance proceeds.

Section 3. Insurance. Each member shall keep the home now or hereafter situate on his Lot insured against loss or damage by fire, lightning and windstorm under policies issued by a company or companies approved by the Board of Director and providing for payment of monies sufficient to cover the full cost of replacing or repairing the same under insurance policies payable, in case of loss or damage, to the Owner or to the Association as their interests may appear (subject to the rights of the mortgagee, if any). Such rights shall be evidenced by the standard clause to be attached to each policy, and shall deliver to the Association evidence of such insurance and the renewal thereof from time to time upon request. If, in such circumstances, the Association shall elect to undertake such repair and replacements, the Association shall have the right, through its agents, employees and independent contractors, to enter upon the Lot and exterior and interior of the dwelling situate thereon to the extent necessary for the aforesaid purpose and shall not be guilty of any trespass. To the extent the insurance proceeds shall be insufficient to reimburse the Association for its said costs, the same shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorney's fees, in the same manner and to the same extent as provided under Section 8, Article XIII of these By-Laws.

## ARTICLE VII Board of Directors

Section 1. Number. The direction and administration of the Association shall be vested in a Board of Directors, consisting of nine (9) persons who shall be members of the Association. The initial Board of Directors shall be appointed by incorporator(s) of the Association and shall hold office until their successors have been elected at the first annual meeting. At the first annual meeting and annual meetings thereafter, the Board of Directors shall be appointed or elected in the manner herein provided.

Section 2. Term of Office. Term of office shall be for two years. In even years five (5) members will be elected and in odd years four (4) members will be elected. In a year when there are no nominees, the current board member(s) may be reelected to board. Only one person per Unit may hold a set on the board at any time.

Section 3. Resignation and Removal. A director may be removed from the board office provided that such removal shall have the assent of a majority vote of the Members of the Association. The President, Vice President, Treasurer or Secretary may be removed from their office with or without cause by the Board, and may continue to serve on the board. An officer may resign at any time,

giving written notice to the Board, the President or the Secretary. 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 4. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

## ARTICLE VIII

### Election of Directors – Nominating Committee

Section 1. Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee.

Section 2. Nominating Committee. The Nominating Committee shall consist of a Chairman who shall be a Member of the Board of Directors and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors but not less than the number of vacancies that are to be filled. Nominations must be submitted to the Board of Directors forty-five (45) days prior to the annual meeting and published in the annual notification. Such nominations are to be made from Members.

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 By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE IX

### Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any three (3) Directors, after not less than three (3) days' notice to each Director.

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 may be taken by the

majority of those present.

Section 4: Action Taken Without a Meeting. The Directors 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 approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE X

### Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

- a) Adopt rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. Adoption of or changes to regulations should be provided to the Membership for a comment period for a minimum of 30 days prior to the adoption of such change.
- b) Suspend the voting rights of a member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulation;
- c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- d) Declare the office 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;
- e) Employ a manager, an independent contractor or such other employees as it deems necessary and to prescribe their duties.

Section 2. Duties. 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, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Members who are entitled to vote;
- b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.



- c) Fix the amount of the annual association assessments and the annual maintenance assessments against such Unit at least thirty (30) days in advance of each annual assessment period;
- d) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- e) Issue or cause an appropriate officer to issue, upon demand, by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- f) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- g) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- h) Cause any Common Areas to be maintained;
- i) Cause the Residential Areas to be maintained.

## ARTICLE XI Officers and Their Duties

Section 1. Enumeration of Officers. The officers of the Association shall be President and Vice President who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other offices as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Membership.

Section 3. Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointment. 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.

Section 5. Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No persons 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.

Section 6. Compensation. Board Members shall not receive any compensation for their services, except reimbursement for out-of-pocket expenses.

Section 7. Duties. The duties of the officers are as follows:

President:

- 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; and may co-sign all checks and promissory notes.

Vice President:

- 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.

Secretary:

- c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve the 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.

Treasurer:

The Treasurer shall be responsible to review all financial reports prepared by the property management company

- d) The Treasurer shall monitor all aspects of financial management by the property management company, to safeguard the association finances.

## ARTICLE XII Committees

The Board of Directors shall appoint a Nominating Committee, as provided in the By-Laws.

The Audit Committee may conduct an annual audit of the Association books to be made at the completion of a fiscal year by either a certified public account or by an audit committee consisting of Members of the Association (none of which Member may be current office holder of the

Association).

In addition, the Board of Directors shall appoint any other committees as deemed appropriate in carrying out its purpose.

### ARTICLE XIII Assessments

Section 1. Creation of Lien and Personal Obligation of Assessment. Each Member covenants and agrees to pay to the Association : (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as herein-after provided. The said assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of any Common Areas and of the homes situated upon the Lots, including but not limited to exterior building maintenance, the payment of Common Area taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Annual Association Assessments are intended to provide funds for use in relation to any Common Areas and for the conduct of the general affairs of the Association.

Special Assessments are intended to provide funds in relation to capital improvements on any Common Areas.

Section 3 . Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of the Members voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be delivered or mailed to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies

entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments – Due Dates. The Annual Association Assessments shall commence as all Members' Lots on the first day of the month following the month in which each Owner's Lot becomes subject to these By-Laws. The first Annual Assessments shall be prorated in relation to the number of months remaining in the calendar year. The due date of any Special Assessment under Section 8 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Basis for Estimated Annual Assessment.

- a) Annual Association Assessments shall be fixed in uniform amounts for all Lots.
- b) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot and/or dwelling for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.
- c) Written notice of the assessment shall thereupon be sent to every Member subject thereto.
- d) The Association shall, upon demand at any time, furnish to any member liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- e) In the event the Board is delayed in preparing the annual estimates or a vote of the membership causes a delay, the Members shall continue to pay the monthly charges at the then-existing monthly rate established for the previous period until the same shall be determined.

Section 7. Effect of Non-Payment of Assessments – Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall incur a late penalty of six (6) percent for each and every month in which the delinquency remains outstanding. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such

Assessment the costs of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his lot.

Foreclose the lien 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 Member personally obligated to pay the same;

#### Section 8 . Subordination of the Lien to Mortgages

Foreclose the lien 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 Member personally obligated to pay the same.

The lien of the assessment provided for herein shall be subordinate to the lien of any valid purchase money mortgage or mortgages now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

### ARTICLE XIV General Provisions

Section 1. Enforcement Enforcement of these By-Laws shall be by any proceeding at law or in equity against any Member-Owner violating or attempting to violate any By-Law, either to restrain violation or to recover damages, and against the land to enforce any lien created by these By-Laws, and failure by the Association or any Member to enforce any By-Law herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Member violating these By-Laws, and shall constitute a lien against the Member's Lot, collectable in the same manner as assessments hereunder.

Section 2. Severability. Invalidation of any one of these By-Laws by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Matters of Dispute. Matters of dispute or disagreement between Association members of with respect to interpretation or application of the provisions of the By-Laws shall be determined by the Board of Directors, which determination shall be binding on all Association Members.

Section 4. Liability of the Board. The Members of the Board and its officers shall not be personally liable to the Members or others for any mistake of judgment or for any acts or omissions made in good faith. The members shall indemnify and hold harmless each of the Members of the Board and each of the officers against all contractual liability or others arising out of contracts made by them or any of them on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of these By-Laws.

Section 5. Notices. Any notice required to be sent to any Member-Owner under the provisions of these By-Laws shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as a Member-Owner on the records of the Association at the time of such mailing.

Section 6. Fiscal Year. The fiscal year of the Association shall begin on the first day of November and end on the last day of October every year.

#### ARTICLE XV Amendments

Section 1. These By-Laws may be amended at a regular or special meeting of the membership, by a vote of two-thirds (2/3) majority of the membership. Voting may be in person or by proxy.

#### ARTICLE XVI Conflict with Declaration

Section 1. In the case of any conflict 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.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Hemlocks Owners Association, Inc., hereby certify that the foregoing constitutes the Amended and Restated By-Laws of Homeowners Association duly adopted by the Unit Owners.

\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**CERTIFICATE**

We, Diare Yenerell, President of the Hemlocks Owners Association, Inc. and Bruce A Bain, Secretary of the Hemlocks Owners Association, Inc. hereby certify that the foregoing Amended and Restated By-Laws of Hemlocks Owners Association, Inc. has been consented to by at least a majority of the Unit Owners present in person or by proxy.

Dated this 25<sup>th</sup> day of April, 2019.

[Signature]  
PRESIDENT

[Signature]  
SECRETARY

**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

I, Lisa M. Burkhart, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the Executive Board Members of Hemlocks Owners Association, Inc. whose names are subscribed to the foregoing Amended and Restated Declaration, personally appeared before me this day, and they acknowledged and swore that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 26<sup>th</sup> day of April, 2019.

[Signature]  
Notary Public

Mail To:  
Lisa M. Burkhart, Esquire

Brandt, Milnes & Rea, P.C.  
310 Grant Street, Suite 1109  
Pittsburgh, Pennsylvania 15219

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Lisa M. Burkhart, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Aug. 25, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES