

**BYLAWS**  
**OF**  
**MYOMA WOODS PROPERTY OWNERS ASSOCIATION**

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**ARTICLE I**  
**NAME AND LOCATION**

1.1. Name. The name of the corporation, referred to in these Bylaws as the "Association," is Myoma Woods Property Owners Association. The initial registered office of the Association shall be located at 262 Freeport Road, Pittsburgh, Pennsylvania 15238, but meetings of Members and directors may be held at other places within the Commonwealth of Pennsylvania that may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

2.1. Association. "Association" shall mean and refer to Myoma Woods Property Owners Association, a Pennsylvania Nonprofit Corporation.

2.2. Real Estate. "Real Estate" shall mean and refer to the Property as described in the Declaration.

2.3. Common Elements. "Common Elements" shall mean all real and personal property located within the Plan to be owned and maintained by the Association for the common use and enjoyment of all members of the Association, including, without limitation, the park, pavilion, walking bridge, sidewalks, open spaces, detention facilities, wetland areas and facilities, together with all storm water drainage facilities serving the Property, signage and private roads (unless and until such time as the storm water drainage facilities and any

private roads have been offered for dedication to an accepted by Adams Township). A copy of the Myoma Woods Plan of Lots, approved by Adams Township on December 10, 2010, and recorded in Butler County on January 19, 2011, depicting all of the proposed Common Elements is attached hereto as Exhibit "A."

2.4. Lot. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Real Estate with the exception of the Common Elements.

2.5. Lot Owner. "Lot Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Real Estate, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

2.8. Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and the Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions of Myoma Woods applicable to the Real Estate recorded in the Office of the Recorder of Deeds for the County of Butler, Commonwealth of Pennsylvania on February 14, 2011, at Instrument Number 201102140004221 and March 1, 2013, at Instrument Number 201303010006302.

2.7. Member. "Member" shall mean and refer to those persons entitled to membership as provided in Section 5.1 of the Declaration.

2.8 Plan. "Plan" shall mean and refer to the Myoma Woods Plan of Lots, as recorded on January 19, 2011, at Plan Book Volume 323, Page(s) 8-12 in the Office of the Recorder of Deeds of Butler County, Pennsylvania, as the same may be amended from time to time.

## ARTICLE III

### MEETINGS OF MEMBERS

3.1. Annual Meeting. The first annual meeting of the Members shall be held within sixty (60) days after conveyance of twenty-five percent (25%) of the Lots by Declarant to Lot Owners other than Declarant. Subsequent regular annual meetings of the Members shall be held on the same day of the same month of each year thereafter or as otherwise fixed by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following that is not a legal holiday.

3.2. Special Meetings. After termination of the period of Declarant control in accordance with the Declaration, special meetings of the Members may be called at any time by the president or by 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.

3.3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, by United States mail, postage prepaid, at least fifteen (15) days before the meeting to each Member entitled to vote at the meeting, addressed to the Members address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The 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 Bylaws; any budget or assessment changes; and any proposal to remove a director or officer.

3.4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

3.5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable. A Member may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

3.6. Voting. Voting at all meetings of the Association shall be on a per Lot basis, with each Lot Owner entitled to one (1) vote.

(a) Multiple Lot Owners. Where the ownership of a Lot is in more than one Lot Owner, the Lot Owner who shall be entitled to cast the vote of such Lot shall be the Lot Owner named in a certificate executed by all the Owners of such Lot and filed with the Secretary (the "Designated Lot Owner"). Such certificate shall be valid unless revoked by a subsequent certificate similarly executed. In the absence of such named Designated Lot Owner from the meeting, the Lot Owner who shall be entitled to cast the vote of such Lot shall be the Lot Owner owning such Lot who is present. If the Designated Owner is not present, and more than one other Owner or Owners owning such Lot is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be

deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. Any certificate executed by all Lot Owners shall be valid until revoked by a subsequent certificate similarly executed. Except where execution by Lot Owners in the same manner as a deed is required, and subject to the Declaration and these Bylaws, wherever the approval or disapproval of a Lot Owner is required by this subpart, the Declaration or the Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Lot at any meeting or the Association.

(b) Ownership by an Entity other than an Individual. If a Member is a corporation, joint venture, partnership or unincorporated association, the natural person who shall be entitled to cast the vote for such Member shall be the person named in a certificate executed by such entity pursuant to its governing documents. If a Member is a trust, the trustee or trustees shall be deemed to be the Member for voting purposes, however the Trustees shall designate one Trustee to cast the vote of such Member.

#### **ARTICLE IV**

##### **SELECTION AND TERM OF OFFICE OF DIRECTORS**

4.1. Number. The affairs of this Association shall be managed by a Board of Directors. The Board of Directors shall initially consist of one (1) director. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots by Declarant to Lot Owners other than Declarant, the number of directors shall be increased to three (3), two (2) of whom shall be appointed by Declarant and one (1) of whom shall be elected by the Lot

Owners. Upon termination of the period of Declarant control in accordance with Article 9 of the Declaration, the Lot Owners shall elect all three (3) directors.

4.2. Term and Vacancies. Directors shall be elected for a term of one year. Each director shall take office upon election and shall hold office until such director's successor has been elected or until such director's earlier death, resignation or removal.

4.3. Removal. Any director other than a director appointed by the Declarant may be removed from the Board of Directors, with or without cause, by a two-thirds vote of all Members present and entitled to vote at any meeting of Members at which a quorum is present. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

4.4. Compensation. No director shall receive compensation for any service he or she may render to the Association; however, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

4.5. Action Taken Without Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE V**

### **NOMINATION AND ELECTION**

#### **OF DIRECTORS**

5.1. Nomination. Nominations for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

5.2. Election. Election to the Board of Directors shall be by secret written ballot. At the election the 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 VI

### MEETINGS OF DIRECTORS

6.1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at the place and hour that may be fixed from time to time by resolution of the Board of Directors. Should the meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

6.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each director.

6.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

## ARTICLE VII

### POWERS AND DUTIES OF BOARD OF DIRECTORS

7.1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Elements, and the personal conduct of the Members and their guests on the Common Elements, and establish penalties for the infraction of the rules and regulations;

(b) Suspend the voting rights and right to use Common Elements of a Member during any period in which the Member shall be in default in the payment of any assessment levied by the Association; these rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, agent or other employees as they deem necessary, and prescribe their duties.

7.2. 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 present a statement of its acts and corporate affairs to the Members at the annual meeting of the Members, or at any special meeting when the statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) Supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;

(c) As more fully provided in the Declaration:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Lot Owner subject to assessment at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or bring an action at law against the Lot Owner personally obligated to pay the assessments;

(d) Issue, or cause an appropriate officer to issue, on 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 of Directors for the issuance of these certificates; if a certificate states an assessment has been paid, the certificate shall be conclusive evidence of the payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Elements to be maintained.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

8.1. Officers. The officers of the Association shall be a president and (after termination of the period of Declarant control in accordance with Article 9 of the Declaration) a vice-president, who shall at all times be members of the Board of Directors, a secretary,

and a treasurer, and other officers as the Board of Directors may from time to time by create resolution.

8.2. 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 Members.

8.3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

8.4. Special Appointments. The Board of Directors may elect other officers as the affairs of the Association may require, each of whom shall hold office for the period, have the authority, and perform the duties that the Board of Directors may, from time to time, determine.

8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Resignation of an officer shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill a vacancy shall serve for the remainder of the term of the officer he or she replaces.

8.7. Multiple Offices. 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 after termination of the period of Declarant control in accordance with Article 9 of the

Declaration except in the case of special offices created pursuant to Paragraph 8.4 of this Article.

8.8. Duties. The duties of the officers are as follows:

(1) The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board of Directors are carried out; sign all leases, mortgages, deeds, and other written instruments; prepare, execute, certify and record amendments to the Declaration on behalf of the Association; and co-sign all checks and promissory notes.

(2) The vice-president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge all other duties as may be required of him or her by the Board of Directors.

(3) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform all other duties as required by the Board of Directors.

(4) The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse the funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and annual financial statements consisting of a balance sheet and a statement of income and expenditures to be presented to the

membership at its regular annual meeting, and deliver a copy of each to the Members within thirty days of completion.

**ARTICLE IX**  
**COMMITTEES**

9.1. Committees. The Board of Directors may appoint such committees as it may deem appropriate in carrying out the purposes of the Association.

**ARTICLE X**  
**COMMON EXPENSES-BUDGETS**

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

10.2 Preparation and Approval of Budget.

(a) On or before the first (1st) day of December each year the Board of Directors shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements which are the responsibility of the Association to maintain, repair and replace, and the cost of wages, material, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Real Estate and the rendering of the Lot Owners of all related services. Such budget shall also include such reasonable amounts, as the Board considers necessary to

provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate General Common Expenses from any Limited Common Expenses.

(b) On or before the fifth (5th) day of December the Board of Directors shall make the budget available for inspection at the Association's office and shall send to each Lot Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Lot Owners' assessments for Common Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 10.9 below.

(c) The Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

### 10.3. Assessment and Payment of Common Expenses.

(a) Common Expenses. The Board shall calculate the monthly assessments for Common Expenses against each Lot by multiplying (i) the total amount of the estimated funds required for the operation of the Real Estate set forth in the budget adopted by the Board of Directors for the fiscal year in question, after deducting income expected to be received from sources other than Common Expense assessments and the operation of the Common Elements to which the Common Expenses pertain, by (ii) the Percentage Interest (expressed in decimal form) allocated to such Lot, and dividing the resultant product by (iii) the number of months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each month and shall be a lien

against each Lot Owner's Lot as provided in the Declaration. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall prepare and deliver to each Lot Owner an itemized account of the Common Expenses and funds received during such fiscal year less expenditures actually Incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Board may determine, shall be assessed promptly against the Lot Owners in accordance with their Percentage Interests and shall be payable in one or more monthly assessments, as the Board may determine.

(b) Supplemental Assessments. If the Board determines that the estimate of total charges for the current fiscal year is, or will become, inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of the inadequacy. Subject to the provisions of Section 10.4, the Board shall have the authority to levy, at any time by a majority vote, a Supplemental Assessment, reflecting revisions of the total Common Expense Assessment. Written notice of any change in the amount of Supplemental Assessments levied by the Association through the Board shall be given to all Lot Owners not less than thirty (30) days prior to the effective date of such Supplemental Assessment.

(c) Reserves. The Board may build up and maintain reasonable reserves for working capital, contingencies and replacement. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Lot Owner's assessments, the Board may at any time levy further assessments for Common Expenses which shall be assessed against the Lot Owners according to their respective Percentage Interests with regard to Common Expenses and

shall be payable in one or more monthly assessment as the Board may determine. Payments for said purposes may be classified as capital contributions as the discretion of the Board.

10.4 Further Assessments. The Board shall serve notice on all Lot Owners of any further assessments pursuant to Section 10.3 (a), (b) or (c) or otherwise as permitted or required by the Declaration and these Bylaws, including, but not limited to, the right to levy fines, by a statement in writing giving the amount and reasons therefore, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment. All Lot Owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections.

10.5 Fines. The Board of Directors shall have the power to levy fines which shall be considered as a further assessment against the Lot as set forth in Section 10.4 hereof.

10.6 Initial Budget. At or prior to the time assessment of Common Expenses commences, the Board shall adopt the budget, as described in this Article, for the period commencing on the date the Board of Directors determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Lot Owners during such period as is provided in Section 10.3 above.

10.7 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay each monthly

assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

10.8 Accounts. All sums collected by the Board of Directors with respect to assessments against the Lot Owners or from any other source may be commingled into a single fund. Reserves shall be maintained in a separate fund, although different types of reserves may be commingled in one fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same shall be reviewed and a compilation prepared at least once each year by independent accountant retained by the Board of Directors.

10.9 Rejection of Budget Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by majority vote of all Members in the Association, may reject any budget or capital expenditure approved by the Board of Directors, within thirty (30) days after approval by the Board of Directors. The power of the Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of Lot Owners entitled to cast at least two-thirds (2/3) of the vote in the Association be obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws shall be required in order for the Board to (i) expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than ten percent 10% of such aggregate amount after taking into account any projected increases in income, and (ii) to borrow money so that loans of the Association then outstanding would exceed ten percent 10% of such aggregate amount.

10.10 Moment of Common Expenses. Each Lot Owner shall pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of this Article X. No Lot Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Lot. No Lot Owner shall be liable for the payment of any part of the Common Expenses assessed against his Lot subsequent to the date of recordation of a conveyance by him in fee of such Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Lot Owner amounts paid by the purchaser thereof; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Lot Owner within five (5) days following a written request therefore to the Board of Directors and such a purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and, provided further that, each permitted mortgagee who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such holder comes into possession thereof, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Lots including the mortgaged Lot

10.11 Collection of Assessments. The Board shall take prompt action to collect any assessments for Common Expenses due from any Lot Owner which remain unpaid for more

than thirty (30) days from the due date for payment thereof. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of five percent (5%) of the overdue assessment in addition to interest at the rate of five (5%) percent per annum (or such other rate as may be determined by the Board) on the amount of the unpaid assessment through date of payment.

10.12 Statement of Common Expenses. Upon request, the Board shall promptly provide any Lot Owner, contract purchaser or proposed mortgagee with a written statement of all unpaid assessments for Common Expenses due. Further, the Board may charge a reasonable fee for the preparation of such statement to cover the cost of its preparation.

10.13 Surplus. Any amounts accumulated from Assessments for General Common Expenses and Income from the operation of the Common Elements, other than Limited Common Elements with regard to which Limited Expenses are assessed, in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Lot in accordance with such Lot's interest in the Common Elements. These credits will be applied, unless the Declaration provides otherwise, to the next monthly Assessment of General Common Expenses against that Lot under the then current fiscal year's budget and thereafter, until exhausted.

10.14 Negligence. If any Common Expense is caused by the negligence or misconduct of any Lot Owner, the Association may assess that expense exclusively against such Lot Owner's Lot.

## ARTICLE XI

### BOOKS AND RECORDS

11.1. Books and Records. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XII

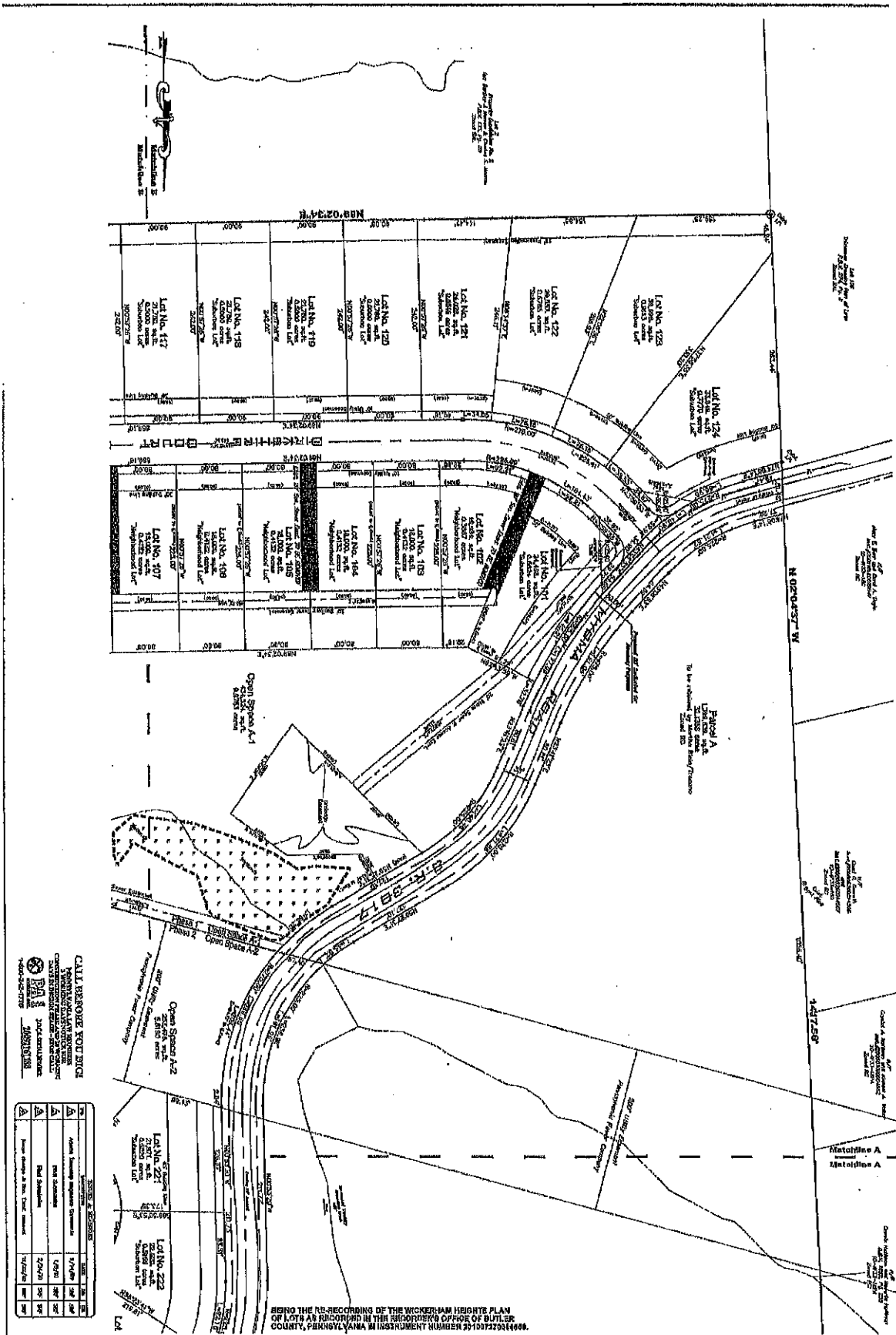
### AMENDMENTS

12.1. Meetings. After termination of the period of Declarant control in accordance with Article 9 of the Declaration, these Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

12.2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Adopted: April 2016.**



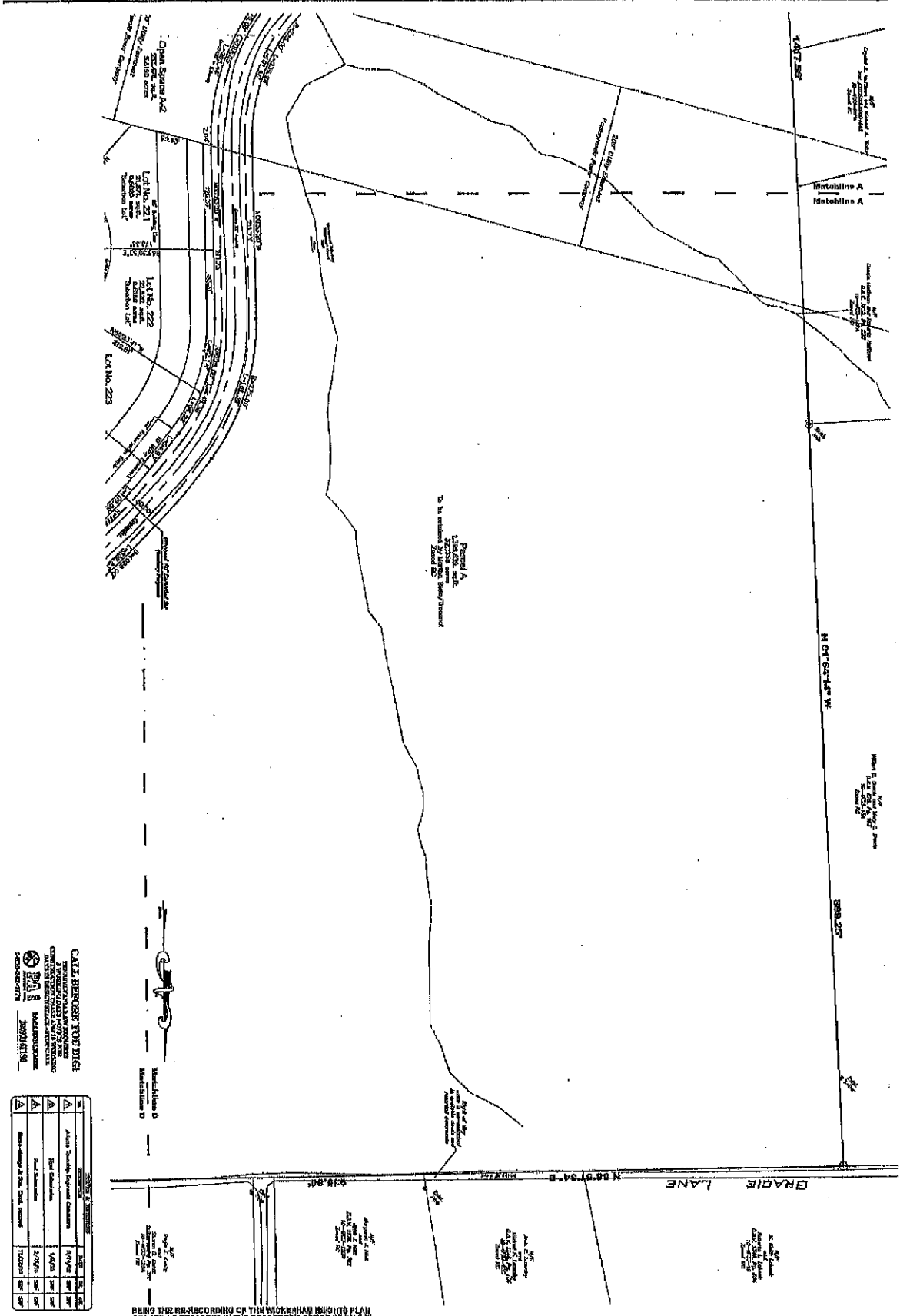


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 PA 800-488-6848  
 PA 800-488-6848

Symbol	Description	Color	Line Style
△	Survey Station	Red	Solid
△	Property Boundary	Black	Solid
△	Right-of-Way Boundary	Black	Dashed
△	Proposed Right-of-Way Boundary	Black	Dotted
△	Proposed Right-of-Way Boundary	Black	Long Dash
△	Proposed Right-of-Way Boundary	Black	Short Dash
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BEING THE RE-RECORDING OF THE WICKERHAM HEIGHTS PLAN OF LOTS AS RECORDED IN THE RECORDER'S OFFICE OF BUTLER COUNTY, PENNSYLVANIA, IN INSTRUMENT NUMBER 810012314468.

<p><b>HAMPTON</b>          TECHNICAL ASSOCIATES, INC.          ENGINEERING LAND SURVEYORS          ESTABLISHED 1980          www.Hampton-Technical.com          info@hampton-technical.com</p>	<p>Corporately Office          204 North 2nd Street          York, PA 17401          Phone: (717) 766-3840          Fax: (717) 766-3841</p>	
	<p>Metz Office          63 South 2nd Street, Suite 2          York, PA 17401          Phone: (717) 696-2414          Fax: (717) 696-2415</p>	
<p><b>Myoma Woods</b>          Recorded Plan          Adams Township          Butler County, Pennsylvania</p>	<p>DATE: 05/12/2009          TIME: 10:00 AM          DRAWN BY: [Name]          CHECKED BY: [Name]</p>	<p>Scale: 1" = 40'</p>
<p>Client: <b>Xeloh, LLC</b>          100 Ardmore Drive          York, PA 17400</p>	<p>Project: <b>Myoma Woods</b>          05-80000</p>	<p>DATE: 05/12/2009          TIME: 10:00 AM          DRAWN BY: [Name]          CHECKED BY: [Name]</p>



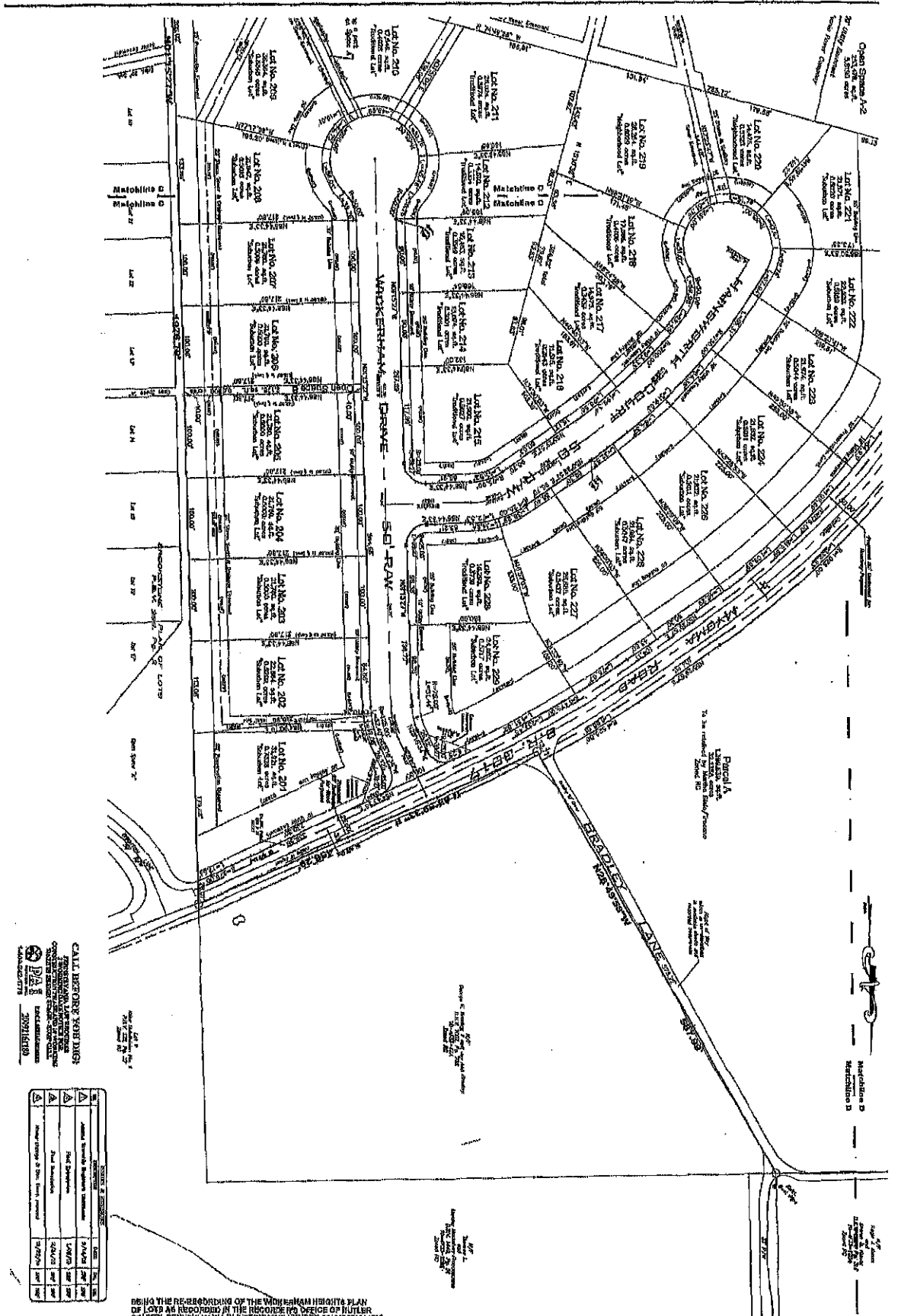
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 1-800-832-2778

SYMBOL	DESCRIPTION	DATE	BY
△	Final Subdivision	11/1/00	HEROSR
△	Final Subdivision	11/1/00	HEROSR
△	Open Space A-2 Final Easement	11/1/00	HEROSR

BEING THE RE-RECORDING OF THE WORKERMAN HIGHLAND PLAN OF LOTS AS RECORDED IN THE RECORDER'S OFFICE OF BUTLER COUNTY, PENNSYLVANIA, INSTRUMENT NUMBER 89102726C1866.

	<b>Myoma Woods</b> Recorded Plan Adams Township Butler County, Pennsylvania Herosr, LLC 100 Arthur Drive Westport, PA 15380	HAMPTON TECHNICAL ASSOCIATES, INC. AN ASSOCIATED LAND SURVEYING FIRM ESTABLISHED 1990 1000 N. 10th Street, Suite 101 Westport, PA 15380 Phone: (412) 832-4444 Fax: (412) 832-4410	
	DATE: 11/1/00 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]		





CALL BEFORE YOU DIG  
 800-4-A-DAVE  
 800-426-3243  
 1-800-4-A-DAVE  
 1-800-426-3243

NO.	DESCRIPTION	DATE	BY
1	RECORDED	10/15/09	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...

BEING THE RE-RECORDING OF THE WACKERHAM HEIGHTS PLAN OF LOTS AS RECORDED IN THE RECORDER'S OFFICE OF BUTLER COUNTY, PENNSYLVANIA IN INSTRUMENT NUMBER 20101473018510.

	<b>Myoma Woods</b> Recorded Plan Adams Township Butler County, Pennsylvania Echob, LLC 400 Arthur Drive Westford, PA 15080	<b>HAMPTON</b> PROFESSIONAL ASSOCIATES, INC. ENGINEERING AND SURVEYING ESTABLISHED 1960 www.hampton-technical.com info@hampton-technical.com	
	Date: 10/15/09 Time: 10:00 AM Recorder: ... Fee: ...	Office: ... Phone: ... Fax: ...	

**RULES AND REGULATIONS FOR**  
**MYOMA WOODS PLANNED COMMUNITY**

**RULES AND REGULATIONS FOR**  
**MYOMA WOODS PROPERTY OWNERS ASSOCIATION**

Except as may be specifically defined herein, the terms herein shall have the same meanings as defined in the Declaration of Covenants, Conditions and Restrictions for MYOMA WOODS (the "Declaration"), a planned community created under and subject to the Pennsylvania Planned Community Act. All present and future owners, mortgagees, lessees and occupants of the Units and of the Common Elements and their agents, employees, guests, and any other person or entity who or which may use the Real Estate are subject to and bound by these rules and all amendments thereof.

**A. GENERAL**

1. These Rules and Regulations are adopted pursuant to the Declaration and the Bylaws and may be enforced in accordance with those documents.
2. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.
3. The Units and Common Elements (including Limited Common Elements) shall be used only for the purposes set forth in the Declaration and Bylaws.
4. No Unit Owner or occupant shall make or permit any noise to be made that will disturb or annoy the occupants of any of the Units in the development or do or permit anything to be done that will interfere with the rights, comfort, or convenience of other residents.
5. Unit Owners or occupants are responsible for any damage to the Common Elements caused by their families, pets, or guests.

6. Unit Owners shall be responsible for all damage to any other Units or to the Common Elements resulting from such Unit Owner's negligence or misconduct.

7. Each Unit Owner is solely responsible for the proper care and maintenance of his Unit. Maintenance of the Common Elements is the responsibility of the Association, but is charged as a General Common Expense or a Limited Common Expense, as the Declaration provides.

8. The Association shall in no event be liable for the loss, destruction, theft, or damage of personal property placed on any Common or Limited Common Elements.

## **B. ESTHETICS**

1. Reasonable front door and patio decorations are permitted providing they do not detract from the general appearance of the Real Estate. Holiday decorations must be removed within a reasonable time after the holiday.

2. No clotheslines or drying yards shall be permitted.

3. No sign of any character shall be erected, placed, permitted, maintained or displayed upon any Unit except "For Rent" or "For Sale" signs, referring only to the Unit on which displayed, not to exceed six (6) square feet in size, and one sign to a Unit. No sign of any character shall be erected, placed, permitted, maintained or displayed in any Common Elements (other than Common Elements located on Unit 301) other than identification signs for the planned community, and any sign placed in violation thereof may be removed by the Declarant or any Unit Owner.

4. Driveways, sidewalks, patios and stoops shall be kept free of trash, trashcans and debris.

5. No permanent tent, carport or satellite dish exceeding twenty-four inches (24") in diameter shall be used, constructed or erected upon any Units. Any storage shed constructed upon any Unit shall be placed only in the rear yard and shall be approved in writing by and shall be made of a material acceptable to the Declarant, but no metal shed shall be approved. No barns or animal pens of any kind may be placed upon any Unit.

6. No commercial vehicles, construction, or like equipment or mobile trailers, stationary trailers, boats, boat trailers, recreational vehicles, motor homes, campers or motorcycles of any kind shall be stored or parked on any Unit in the Real Estate or on the Common Elements except while parked in a garage completely enclosed, nor parked on any residential street in the Real Estate except while engaged in transporting to or from a residence in the Real Estate. Parking of any type of vehicle shall not be permitted on any street, drive or entranceway located on the Real Estate.

7. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness.

#### **C. GARBAGE REGULATIONS**

1. Garbage may not be placed at the curb until after 7:30 p.m. on the day prior to pick up.

2. Receptacles must be removed from the curbside the day of the pick up.

3. Trash pick up will be on the day specified by Adams Township.

#### **D. SAFETY**

1. The sidewalks shall not be obstructed.

2. No Unit Owner or occupant shall store any explosives, or large quantities of flammable material or hazardous products on his Unit.

3. No swimming pools may be installed on any Unit other than in-ground swimming pools.

4. No satellite signal reception dishes larger than twenty-four inches (24") in diameter shall be installed or placed on any Unit, and no such dishes shall be located in the front yard or on the front of any Building or any side of a Building that faces a side street.

#### **E. USE RESTRICTIONS**

1. Units shall be used for single family residential purposes or such other uses permitted by the Declaration and for no other purposes.

2. No business, industry, trade or occupation, excepting only limited professional activities as permitted by Adams Township and approved by the Declarant, shall be conducted, maintained or permitted on any part of the property.

3. No animals of any kind may be raised, bred, or kept on the Real Estate except household pets in reasonable numbers for the pleasure and use of the occupants, provided that permitted household pets are not kept, bred or maintained for any "commercial purposes."

4. No Unit Owner or occupier shall permit anything to be done or kept in his Unit or in the Common Elements or Limited Common Elements which will violate any law, statute, ordinance or regulation of any governmental body.

5. No fence on any Unit may extend beyond the front building setback for any dwelling. All fence materials and types and colors of fences must be approved in writing by Declarant before the installation of any fence. Notwithstanding the foregoing, no chain link, barbed wire or similar material shall be permitted and no fence may exceed six (6) feet in height. Upon prior written approval of the Declarant, a Unit Owner may build a fence in the

common area behind the rear lot line of any Unit, provided that such fence shall not extend beyond the perimeter lot lines of any Unit as if extended into the common area.

#### **F. LEASING**

A Unit Owner may lease or sublease his Unit (but not less than the entire Unit) at any time provided that:

1. No Unit may be leased or subleased for transient or hotel purposes.
2. The Executive Board must approve the form of lease or sublease.
3. A copy of such lease or sublease shall be furnished to the Declarant within five (5) days after execution of the lease.
4. A breach of the Declaration, Bylaws, or Rules and Regulations or violation of the Act shall constitute a default under the lease or sublease.
5. Lessors are fully responsible for their tenant's adherence to the Declaration, Bylaws, these Rules and Regulations and the Act.

#### **G. REGULATION OF TRAFFIC AND PARKING**

1. Only licensed motorized vehicles are allowed in driveways and streets. Parking of automobiles in streets shall only be permitted for Unit Owners and visitors of Unit Owners.
2. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways or streets; no auto shall be stored under protective covering during the winter months in the driveways or streets.
3. No vehicle which is undrivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, will be parked for more than seventy-two (72) hours in the driveways or parking areas. Such vehicles will be towed in accordance with the schedule of violations below.

4. All vehicles must be operated at a reasonable speed and in a safe manner.

5. All vehicle audio systems must be operated at a reasonable volume level.

6. No vehicle belonging to a Unit Owner or guest of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Real Estate, or impede or prevent access to any driveway on the Real Estate.

7. All persons operating a vehicle must do so in accordance with all Pennsylvania and Adams Township traffic laws.

8. No skateboards, All Terrain Vehicles, or any other vehicles deemed to be unsafe or dangerous by the Declarant may be operated on the Real Estate.

#### **H. PETS**

1. Subject to the restriction of types of pets, weight and number set forth in Paragraph 2 below, pets may be maintained on a Unit so long as it or they are not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, offensive hygiene or odor, or an unreasonable number of pets. No pets may be maintained outside the Unit.

2. All pets must be registered and inoculated as required by law.

3. Each Unit Owner shall indemnify and hold harmless the Association from any claims made as a result of the action of their (or their tenant's, guest's, etc.) pets.

4. Pets must be leashed and accompanied by a responsible adult at all times.

5. Unit Owners must comply with all ordinances of Adams Township governing pets.

6. Unit Owners must protect the property of others from damage by their pets and will be liable for any damages that occur.

7. Unit Owners must promptly clean up their pets' droppings.

8. The Association may require the permanent removal of any pet violating these rules upon written notice to the Unit Owner.

**I. GUESTS AND VISITORS**

1. Guests and visitors must obey all Bylaws, Rules and Regulations and all of the Planned Community Documents.

2. A Unit Owner must supervise his guests and visitors at all times while the guest/visitor is on the Real Estate.

3. The Association will not be liable for any injury or harm suffered by a guest or caused by a guest while on the Real Estate.

4. No guest is permitted to use any Common Elements without being accompanied by a Unit Owner.

Category/Violation	1 <sup>st</sup> Notice	2 <sup>nd</sup> Notice	3 <sup>rd</sup> Notice
<b>Garbage</b>	Written request for compliance and notice of consequences of repeat violation.	A \$25.00 fine will be imposed for a second violation.	A \$35.00 fine will be imposed for each subsequent violation.
<b>Pets</b>	Written request to pet owner for compliance and notice of consequences for subsequent violations.	A \$25.00 fine will be imposed for a second violation.	A \$35.00 fine will be imposed for each subsequent violation.
<b>Lease Violation (copy not filed with Declarant)</b>	Written request for signed copy within 30 days.	After 30 days, fine of \$25.00/month until the lease is received.	
<b>Vehicle Parking (on lawn)</b>	Written request for compliance and notice of consequences of inaction.	\$25.00/day fine plus costs will be imposed.	
<b>Motor Homes, boats and trailers</b>	Written request for compliance within 7 days and notice of consequences of inaction.	After 7 days a \$25.00/day fine will be imposed.	
<b>Stored/unmoved vehicle</b>	Written Request for Compliance within 7 days and notice of consequences of inaction.	After 7 days, municipality police will be notified to tow, vehicle owner will be billed.	
<b>Undrivable vehicle</b>	Vehicle ticketed and/or written request for compliance within 72 hours.	After 72 hours, municipality police will be notified to tow vehicle, owner will be billed.	
<b>Traffic Violation (unreasonable / unsafe speed)</b>	Written warning explaining violation and request for compliance.	\$40.00 fine per violation.	
<b>Operating dangerous vehicle</b>	Written warning explaining violation and request for compliance	\$25.00 fine per violation.	
<b>All others</b>	Written warning explaining violation and request for compliance	\$25.00/day fine per violation.	