ARTICLES OF INCORPORATION
OF
WOODLANDS HOMEOWNERS ASSOCIATION, INC.

This is to certify that we, the undersigned, all of whom are residents of Pennsylvania and are of full age, do hereby voluntarily associate ourselves to establish a Pennsylvania corporation not for profit in and by virtue of the provisions of the Pennsylvania Non Profit Corporation Law of 1972, No. 271, for the purposes of and in the corporate name hereinafter named and to that end, we do by these Articles of Incorporation set forth as follows, to wit:

ARTICLE I

The name of the corporation shall be Woodlands Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II

The name of the initial registered agent for the corporation shall be Thomas M. Warnock, a resident of Pennsylvania whose business office is 223 Parkwood Drive, R.D. #3, Mars, Pennsylvania, 16046.

ARTICLE III

The address of the initial registered office of the corporation shall be 223 Parkwood Drive, R.D. #3, Cranberry Twp, Pennsylvania, 16046.

ARTICLE IV

This Association does not contemplate pecuniary gain or profit to the members thereof, incidental or otherwise, and the specific purposes for which it is incorporated are to promote the health, safety and welfare of the homeowners and to provide for the maintenance of the Common Areas and the preservation and architectural control of the residence lots within those certain tracts of property describes as:

BEGINNING at a point on the southerly side of Rolling Road; thence South 17° 16' West, along a line of lands now or formerly of Woodland Estates Plan, a distance of 292.38 feet to a point; thence South 87° 46' 39" West, a distance of 492.21 feet to a monument; thence South 2° 18' 41" East, a distance of 1086.00 feet to a point; thence South 87° 41' 19" West, a distance of 50.48 feet to a point; thence North 56° 04' 38" West, a distance of 165.10 feet to a point; thence to the left in a westerly direction being the curve of a circle having a radius of 262.00 feet, an arc distance of 182.98 feet to a point; thence South 65° 48' West a distance of 261.00 feet to a point; thence North 88° 42' West, a distance of 182.00 feet to a point; thence South 22° 3' West, a distance of 115.74 feet to a point; thence North 56° 38' 7" West, a distance of 97.43 feet to a point; thence to the left in a southerly direction being the curve of a circle having a radius of 357.00 feet, an arc distance of 44.67 feet to a point; thence North 49° 28' West, a distance of 148.00 feet to a point; thence North 16°30' 16" East, a distance of 121.65 feet

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to a point; thence North 40° 52' West, a distance of 96.42 feet to a point; thence South 85° 36' 23" West, a distance of 82.93 feet to a point; thence North 12° 28' 15" West, a distance of 142.60 feet to a point; thence to the left in a westerly direction being the curve of a circle having a radius of 335 feet. an arc distance of 204.64 feet to a point; thence North 41° 58' West, a distance of 190.00 feet to a point; thence North 48° 2' East, a distance of 50.00 feet to a point; thence North 56° 16' 39" East, a distance of 113.10 feet to a point; thence North 1° 47' 30" West, a distance of 152.00 feet to a point; thence South 41° 58' East a distance of 230.92 feet to a point; thence North 48° 2' East, a distance of 23.23 feet to a point; thence South 41° 58' East, a distance of 150.00 feet to a point; thence North 48° 2' East, along a line of lands now or formerly of Woodland Estates Plan, a distance of 909.99 feet to a point; thence North 30° East, a distance of 185.26 feet to a point; thence South 60° East, a distance of 94.80 feet to a point; thence North 30° East, a distance of 300.00 feet to a point along the southerly side of Rolling Road; thence South 60° East, a distance of 207.11 feet to a point on the center line of Parkwood Drive; thence South 72° 44' East, a distance of 429.53 feet to a point which is the place of beginning.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation as provided in Article IX herein, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded among the land records of Allegheny and Butler Counties, Pennsylvania, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of any Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association,, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been
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signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or
transfer;

(f) participate in mergers and consolidation with other non-profit corporations, organized for the
same purposes or annex additional residential property and common area, provided that any
such merger, consolidation or annexation shall have the assent of the two-thirds (2/3) of each
class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized
under the Non Profit Corporation Law of the Commonwealth of Pennsylvania by law may
now or hereafter have or exercise.

ARTICLE V
The corporation is organized on a nonstock basis.

ARTICLE VI: MEMBERSHIP
Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which
is subject by covenants of record to assessments by the Association, including contract sellers,
shall be a member of the Association. The foregoing is not intended to include persons or
entities who hold an interest merely as security for the performance of an obligation. (No owner
shall have more than one membership for each Lot owned.) Membership shall be appurtenant to
and may not be separated from ownership of any Lot which is subject to assessment by the
Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE VII: VOTING RIGHTS

Section 1.
The Association shall have two classes of voting membership:

Class A
Class A members shall be all those Owners as defined in Article VI with the exception of the
Declarant, (the owner of that part of the realty dedicated to the Association and not owned by
Class A members). Class A members shall be entitled to one vote for each Lot in which they
hold the interest required for membership by Article VI. When more than one person holds such
interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised
as they among themselves determine, but in no event shall more than one vote be cast with
respect to any Lot.

Class B
Class B members shall be the Declarant (as defined above). The Class B member shall be
entitled to three (3) votes for each Lot in which it holds the interest required for membership by
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Article VI, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total authorized votes of the Class A membership equals or exceeds the total authorized votes of the Class B membership; or
(b) on June 1, 1976.

However, the Class B membership shall not cease if annexation in accordance with the general plan of development occurs prior to either (a) or (b) above.

Section 2

The total membership of the Association shall be increased to include the owners of Lots in additional lands which are annexed in accordance with the general plan of development and pursuant to Article VIII of these articles.

ARTICLE VIII: BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

At the next annual meeting, the members shall elect directors, one-third of the number of directors to be elected for a term of one year, one-third for a term of two years and one-third for a term of three years; and at each annual meeting thereafter the members shall elect successors to those directors whose terms are expiring for a term of three years each.

ARTICLE IX: LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which the directors may subject the Association at any one time shall not exceed Seventeen Thousand ($17,000.00) Dollars while there is a Class B membership, and thereafter shall not exceed ninety-five (95%) percent of its net income for the previous fiscal year, provided that in either circumstance additional amounts may be authorized by the assent of the membership authorized to vote two-thirds of the total authorized votes of the membership.

ARTICLE X: STAGED DEVELOPMENTS

Additional land within the area described in Deed Book Volume 928, Page 988 of the land records of Butler County may be annexed by the Declarant without the consent of members within five years of the date of this Instrument provided that HUD-FHA and the VA determine that the annexation is in accord with the general plan hereto fore approved by them.
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ARTICLE XI: MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of all votes entitled to be cast by the entire Class A membership and two-thirds (2/3) of all votes entitled to be cast by the Class B membership, if any.

ARTICLE XII: AUTHORITY OF MORTGAGE

Any mortgage by the Association of the common Area defined in the Declaration shall have the assent of two-thirds (2/3) of all votes entitled to be cast by the entire Class A membership and two-thirds (2/3) of all votes entitled to be cast by the Class B membership, if any.

ARTICLE XIII: AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell, transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without the affirmative vote of two-thirds (2/3) of the votes entitled to be cast by the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE XIV: DISSOLUTION

The Association may be dissolved at a duly held meeting as provided in Article III of the By-Laws. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets, both real and personal of the Association shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XV: DURATION

The corporation shall exist perpetually.

ARTICLE XVI: MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII THROUGH XIV AND XVII

In order to take action under Articles VIII through XIV and XVII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, except for meetings to act on amendments of the Articles of Incorporation, or plans of merger or consolidations or to mortgage, dedicate, sell, transfer or otherwise dispose of all or substantially all of the Common Area of the Association, for which the notice must be given not less than twenty-five (25) days, nor more than fifty (50) days before the meeting. The presence of
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members or of proxies entitled to cast sixty (60%) percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. But in no event shall a quorum be less than one-tenth of the votes entitled to be cast by all of the members.

ARTICLE XVII: AMENDMENTS

Amendment of these Articles shall require the assent of members entitled to cast seventy-five (75%) percent of all votes entitled to be cast by the entire membership.

ARTICLES XVIII: FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers or consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XIX

The incorporators and the initial Board of directors of the corporation, who shall not serve beyond the first annual meeting unless elected, shall consist of nine (9) persons and the names and addresses of the persons who are to serve are as follows:

1. Thomas M. Warnock  
   223 Parkwood Drive  
   RD #3  
   Mars, Pennsylvania 16046

2. William J. Harnett  
   4700 Auth Place  
   Camp Springs, Maryland 20023

3. Lawrence M. Breneman  
   4700 Auth Place  
   Camp Springs, Maryland 20023

4. John J. Nash  
   223 Parkwood Drive  
   RD #3  
   Mars, Pennsylvania 16046

5. Robert Goldie  
   223 Parkwood Drive  
   RD #3
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Mars, Pennsylvania 16046

6. Deborah Confer
   223 Parkwood Drive
   RD #3 Mars, Pennsylvania 16046

7. John F. Motzer
   4700 Auth Place
   Camp Springs, Maryland 20023

8. Gordon C. Coiner
   4700 Auth Place
   Camp Springs, Maryland 20023

9. Thomas M. Donohue
   4700 Auth Place
   Camp Springs, Maryland 20023

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of August, 1974.

Original signed by Thomas M. Warnock (SEAL)

Original signed by Lawrence M. Breneman (SEAL)

Original signed by John F. Motzer (SEAL)

Original signed by John J. Nash (SEAL)

Original signed by Robert Goldie (SEAL)

Original signed by Deborah Confer (SEAL)

Original signed by Thomas M. Donohue (SEAL)

Original signed by Gordon C. Coiner (SEAL)

Original signed by William J. Harnett (SEAL)
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Washington Homes, Inc.,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Butler County, Commonwealth of
Pennsylvania, which is more Pennsylvania, which is particularly describes as:

BEGINNING at a point on the southerly side of Rolling Road; thence South 17° 16' West, along
a line of lands now or formerly of Woodland Estates Plan, a distance of 292.38 feet to a point;
thence South 87° 46' 39" West, a distance of 492.21 feet to a monument; thence South 2° 18' 41"
East, a distance of 1086.00 feet to a point; thence South 87° 41' 19" West, a distance of 50.48
feet to a point; thence North 56° 04' 38" West, a distance of 165.10 feet to a point; thence to the
left in a westerly direction being the curve of a circle having a radius of 262.00 feet, an arc
distance of 182.98 feet to a point; thence North 16° 3' 41" West, a distance of 182.00 feet to a
point; thence South 65° 48' West, a distance of 261.00 feet to a point; thence North 88° 42" West,
a distance of 182.00 feet to a point; thence South 22° 3' West, a distance of 115.74 feet to a point;
thence North 56° 38' 7" West, a distance of 97.43 feet to a point; thence to the left in a southerly
direction being the curve of a circle having a radius of 357.00 feet, an arc distance of 44.67 feet
to a point; thence North 49° 28' West, a distance of 148.00 feet to a point; thence North 16° 30'
16" East, a distance of 121.65 feet to a point; thence North 40° 52' West, a distance of 96.42 feet
to a point; thence South 85° 36' 23" West, a distance of 82.93 feet to a point; thence North 12° 28'
15" West, a distance of 142.60 feet to a point; thence to the left in a westerly direction being the
curve of a circle having a radius of 335 feet, an arc distance of 204.64 feet to a point; thence
North 41° 58' West, a distance of 190.00 feet to a point; thence North 48° 2' East, a distance of
50.00 feet to a point; thence North 56° 16' 39" East, a distance of 113.10 feet to a point; thence
North 1° 47' 30" West, a distance of 152.00 feet to a point; thence South 41° 58' East, a distance of
230.92 feet to a point; thence North 48° 2' East, a distance of 23.23 feet to a point; thence
South 41° 58' East, a distance of 150.00 feet to a point; thence North 48° 2' East, along a line of
lands now or formerly of Woodland Estates Plan, a distance of 909.99 feet to a point; thence
North 30° East, a distance of 185.26 feet to a point; thence South 60° East, a distance of 94.80
feet to a point; thence North 30° East, a distance of 300.00 feet to a point along the southerly side
of Rolling Road; thence South 60° East, a distance of 207.11 feet to a point on the center line of
Parkwood Drive; thence South 72° 44' East, a distance of 429.53 feet to a point which is the
place of beginning.

NOW THEREFORE, Declarant hereby declares that all of the properties described above, except
the portions hereinafter designated and described as Common Area, shall be held, sold and
conveyed subject to the following easements, restrictions, covenants and conditions, which are
for the purpose of protecting the value and desirability of, and which shall run with, the real
property and be binding on all parties having any right, title or interest in the described properties

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or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the
benefit of each owner thereof.

ARTICLE I: DEFINITIONS

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

Section 2
"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a
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 3
"Properties" shall mean and refer to that certain real property hereinbefore described (except the
Common Area), and such additions thereto as may hereafter be brought within the jurisdiction of
the Association.

Section 4
"Common Area" shall mean all real property (including the improvements thereto) owned by the
Association for the common use and enjoyment of the owners. The Common Area to be owned
by the Association at the time of the conveyance of the first Lot is described as Parcels 1 through
8 in Exhibit "A" attached hereto and made a part hereof.

Section 5
"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the
Properties with the exception of the Common Area and roads.

Section 6
"Declarant" shall mean and refer to Washington Homes, Inc., its successors and assigns if such
successors or assigns should acquire more than one undeveloped Lot from the Declarant for the
purpose of development.

Section 7
"Living Unit" shall mean and refer to any building or part of a larger structure situated upon the
Properties designed and intended for use and occupancy as a residence by a single family.

Section 8
"Townhouse" shall mean and refer to a single family dwelling unit built on its own Lot as part of
a larger structure, and connected to another Living Unit by a party wall.