

Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219



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Instrument Number: 2004-7693

As

Recorded On: March 16, 2004

Deed Agreement

Parties: GIGLIOTTI SIRERA & ASSOCIATES

To BLUE HERON RIDGE PLAN LOTS P R D

Number of Pages: 32

Comment: DEC COVENANTS

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BLUE HERON RIDGE PLAN OF LOTS P.R.D.
PINE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

by

Gigliotti, Sirera & Associates, LLC

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DM03014
Blue Heron Ridge Covenants
5th draft
12-30-03

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made to be effective upon the date of its recording by GIGLIOTTI, SIRERA & ASSOCIATES, LLC , a Pennsylvania Joint Venture, by the appropriate officer thereof, the "Declarant" herein:

WITNESSETH:

WHEREAS, Declarant is the owner of certain land, consisting of various acres, located in Township of Pine, County of Allegheny, and Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A"; and

WHEREAS, Declarant intends and has made plans to develop said acreage as a phased residential development under the name of Blue Heron Ridge Plan of Lots P.R.D. (hereinafter collectively "Plan");

WHEREAS, the Declarant desires to restrict the use to which all of the property subject to these restrictions, may be utilized;

WHEREAS, conditions and development relating to the economy, and to the preferences among buyers, as perceived by Declarant, may dictate the need to modify or change Declarant's present tentative planning for development and therefore, the Declarant reserves the right to change its plans for the development of any Phase including, inter alia: the withdrawing of any of the presently owned areas; the increasing or decreasing in the number of lots, the types and numbers of buildings and/or residential units; - all of such planning and development being subject, however, to the necessary approvals by Pine Township; and

NOW THEREFORE, Declarant hereby declares the foregoing recitals to be a part hereof, and that all of the properties, as applicable, shall be held, sold and conveyed subject to the terms hereof, the Pennsylvania Uniform Planned Community Act, and to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and the desirability of the affected property or properties, as the case may be. These conditions, restrictions, covenants and easements shall run with the land and be binding on all grantees of and/or purchasers of the Declarant and all other such persons who shall become an owner of said property subject to the within Declaration.

ARTICLE I - Definitions

Section 1.1. "Act" shall mean the Pennsylvania Uniform Planned Community Act, 68 Pa P.S.A. § 5101 et seq.

Section 1.2. "Association" shall mean the incorporated nonprofit corporation known as the Blue Heron Ridge Homeowner's Association, its successors and assigns, as and when organized, and except where the context clearly provides otherwise, Association shall also refer to its Board of Directors. The Association shall have such power as is provided in its By-Laws and allowable under the laws of the Commonwealth of Pennsylvania.

Section 1.3. "Board of Directors" shall mean the Board of Directors and/or Executive Board of the Association as provided in the By-Laws of the Association, as and when organized.

Section 1.4. "By-laws" shall mean such governing regulations as are adopted for the regulation and management of the Property or Properties, as the case may be, including such amendments thereof as may be adopted from time to time.

Section 1.5. "Conservation Easement" shall mean such area in the Plan which shall be left in its natural state and there shall not be any removal, cutting, or destruction of any trees or vegetation therefrom. Conservation Easement shall also be referred to from time to time also as "Conservation Area", "Natural Reserve" and/or "Woodlands".

Section 1.6. "Common Areas" shall mean the Property owned or to be owned by the Association for the common use and enjoyment of the members of the Association and shall include but not necessarily be limited to Open Spaces, Detention Facilities, Natural Reserve, Conservation Area, Woodlands and/or Conservation Easement .

Section 1.7. "Common Area Expenses" shall be the administrative, repair, maintenance and improvement, cost and expenses for the Common Area owned by the Association and any other costs and expenses incurred by the Association for any Owner of any Lot in said Plan.

Section 1.8. "Declarant" and/or "Developer" shall mean and refer to GIGLIOTTI, SIRERA & ASSOCIATES, LLC , a Pennsylvania limited liability company located at 11279 Perry Highway, Suite 509, Wexford, PA 15090, its successors and assigns.

Section 1.9. "Living Unit" shall mean and refer to any structure or dwelling or any portion of a structure situated upon the Property or Properties, as the case may be, which is designed and intended for use and occupancy as a single family residence.

Section 1.10. "Lot" shall mean and refer to any designated area, unit or space for single-family ownership and occupancy shown upon the recorded plan and the improvements thereon, excluding any area, space and matters intended for common use and/or conservation or natural area as maybe denoted as Open Space or Common Areas or some similar designation on the Plan.

Section 1.11. "Members" shall mean those who are entitled to membership as set forth in Article III of this Declaration.

Section 1.12. "Occupant" shall mean the resident(s) of a single family structure or Unit, which shall include contract purchaser(s), lessee(s), and guest(s).

Section 1.13. "Open Space" shall mean all real property currently owned or as subsequently acquired by the Declarant which is given or shall be given for the common use and enjoyment of the Members of the Association. The Open Space is to be owned by the Association, as and when organized and shall be conveyed by Declarant to the Association pursuant to the within Covenants, Conditions and Restrictions.

Section 1.14. "Owner" shall mean the record owner(s), whether one or more persons or entities, of a fee simple title to any Lot, excluding, however, those person(s) or entities having such interest merely as a security for the performance of any obligation.

Section 1.15. "Plan" shall mean the recorded subdivisions as may be amended and recorded from time to time in the Recorder of Deeds Office for Allegheny County, Pennsylvania, and specifically that Plan recorded in the Recorder of Deeds Office for Allegheny County, Pennsylvania, in Plan Book Volume 244 Page 15.

Section 1.16. "Property" or "Properties" as the case may be, shall mean all that certain real property described and shown in **Exhibit "A"**, attached hereto and made a part hereof. It is the acreage that is presently or shall be owned and acquired, from time to time by Declarant and planned for development hereunder whether same shall be one singular tract of land or several contiguous parcels acquired from time to time thereafter.

Section 1.17. "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania.

ARTICLE II - Property Rights

Section 2.1. "Owner's Easement of Enjoyment". Every Owner has a right and easement of use and enjoyment upon the Open Space, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) To the levy by the Association, of annual and special assessments, and to their timely payment by the Owner;
- (b) To the suspension by the Association of the voting rights of affected Owner(s) during default in payment by same of any annual and/or special assessment(s);
- (c) To the suspension by the Association during such default, from the use of the Open Space or Common Area by such defaulting Owner;
- (d) For the imposition by the Association during such default of a reasonable penalty (including but not limited to suspension of use, imposition of a monetary fine and the like) for violation of any rules and regulations, or posted notices for the Open Space;
- (e) Any action under (b), (c), and (d) above shall be in addition to any remedy provided by the within covenants, the By-laws, or any laws, and such action shall have no effect upon the obligation for payment of any and all special and/or annual assessment charges;
- (f) For the imposition by the Association of special charges or assessments which it deems reasonable and necessary for the use of any Open Space because of its special nature and use to any particular Owner(s) or Occupant(s);
- (g) To limit in nature and scope the use and enjoyment of the Open Space and to promulgate, from time to time, any rules and regulations regarding same;
- (h) For such action of the Association in the transfer by dedication and otherwise, at such time or such times, and on such terms as it deems proper, of all or part of the Open Space to such public or quasi-public body or agency as it chooses and deems to be generally beneficial to the Owner(s) generally;
- (i) The right of the Association to take such action(s) as is reasonably necessary to protect the Open Space against any actual or threatened foreclosure proceedings; and
- (j) To adopt, pass and enact such other Rules and Regulations as the Declarant and/or Board, as and when created, may adopt, from time to time.

Section 2.2. "Delegation of Use". Any Owner may delegate his right of enjoyment to the Open Space to the members of his family, and to his guests, subject to such Rules and Regulations as the Developer and/or Board of Directors, as and when created, may, from time to time, adopt, and to such notices as it may cause to be posted; provided, however, that there shall be no subrogation of the duty of any Owner to pay assessments as may be made upon him and his Lot. Any leasing or letting of a Lot shall also operate as an authorized delegation. Such tenant(s), however, shall be held to the same standard of conduct as an Owner. All tenancies and/or leases shall contain a clause, provision or condition that the tenant(s) shall be subject to the with covenants and all Rules and Regulations as currently exist and, as from time to time, may be promulgated by the Developer and/or the Association, as and when created.

Section 2.3. "Title to Open Space". Title to the Open Space shall be conveyed by the Developer to the Association, by a special warranty deed, free and clear of all monetary liens and monetary encumbrances; provided however, that Declarant shall have the right to reserve and shall be deemed to have so reserved for the purpose of further development upon all or any portion of the Open Space an easement and right of way for various utility uses and rights of way, together with the right to thereafter dedicate same where applicable and customary, together with the right of incidental ingress and egress across the Open Space in connection therewith. The Declarant's rights reserved hereunder shall not unreasonably interfere with the Owner's right of enjoyment of the Open Space.

Section 2.4. "Disputes".

(a) Any dispute concerning the use and enjoyment of the Open Space, the implementation and interpretation of the within Protective Covenants and Restrictions, the By-Laws of the Association and the Rules and Regulations as currently existing or as may be promulgated, from time to time, by the Association, as and when created, and any levy and imposition of any annual and/or special assessment between any Owner and/or Occupant and the Developer and/or Association, as and when created, shall be submitted to binding arbitration before the Developer and/or Board of Directors, as and when created;

(b) Any dispute subject to this Section, which involves any members of the Board of Directors in his capacity as an Owner or Occupant, shall, nevertheless, be heard and adjudicated by the Board of Directors, provided, however, that such member of the Board of Directors shall remove himself from the Board which hears and adjudicates such dispute. The nonmember Owner or Occupant who is a part to such dispute shall thereafter be entitled to nominate and designate a substituted party, who if also acceptable to the remaining members of the Board of Directors may sit specifically as a member of the Board of Directors to hear such dispute; and

(c) Any other dispute between any Owner(s), Occupant(s) and the Developer and/or the Association, as and when created, regardless of the subject matter or amount in controversy, shall be submitted to binding and nonappealable arbitration and shall be heard by the American Arbitration Association of Pittsburgh, Pennsylvania or its successor. The award of such arbitration shall be final and nonappealable and such award may be filed of record in the Prothonotary's Office of Allegheny County and such award, as and when filed, shall have the same force and effect as a final judgment. Each party to such arbitration proceeding agrees to waive its or his right of appeal from such award. Each party further agrees to be responsible for and shall pay upon such submission, one-half (1/2) of the applicable fee for such arbitration, which is then assessed and charged by the American Arbitration Association of Pittsburgh, or its successors. If the Owner(s) or occupant(s) shall fail to timely pay such fee(s) to the American Arbitration Association, the Developer and/or Association, as and when created, may access against the Owner or Occupant all such arbitration fees as so applicable to such arbitration proceeding. Nothing herein, however, shall limit the right of the Developer and the Association, as and when created, to file from time to time any lien against an owner for non-payment of any assessment(s) and/or special assessment(s).

ARTICLE III - Membership and Voting Rights

Section 3.1. "Members". Each Lot is assigned a membership in the Association, which shall be appurtenant to and may not be separated from ownership of the Lot.

Section 3.2 "Membership Classes and Voting Rights". The Association shall have three (3) classes of voting membership:

Class A. Single Family Structures. Class A Member(s) shall be all Owner(s) of any Lot, (except the Declarant), upon which is constructed or upon which shall be constructed a single family residence; each Class A membership shall be entitled to one vote for each such Lot so owned. Any Owner who shall also be an Occupant shall entitled to one (1) additional vote while such Owner is an Occupant of a Lot.

Class B. Non-Owner Occupant. Class B Member(s) shall be any non-owner Occupant(s) (except Declarant), and each Class B membership shall be entitled to one (1) vote; except Class B members shall not be permitted to vote on any budget matter, matters involving annual or special assessments or any matter affecting ownership of the Open Space.

Class C. Declarant. Class C Member(s) shall only be the Declarant. The Class C Member shall be entitled, for all purposes, to one hundred thirty (130) votes for each Lot owned, by such Member, except that the Class C membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs later:

- (a) When Declarant is the Owner of less than ten (10%) percent of the Lots; or
- (b) On the anniversary date seven (7) years following the recording of the within Covenants in the Recorder's Office of Allegheny County, Pennsylvania.

Section 3.3 "Divesture of Control by Declarant". Notwithstanding the foregoing and in accordance with the Act, the Declarant shall divest itself of control of the Board of Directors for the Association upon the following:

- (a) Up and until the 60th day after conveyance of 25% of the Lots to Owner(s) of the Lot(s), other than Declarant, the Declarant shall have the absolute and unqualified right to appoint and remove any and all officer(s) and/or member(s) of the Board of Directors for the Association;
- (b) No later than 60 days after the conveyance of 25% of the Lot(s) to Owner(s) of the Lot(s), other than the Declarant, at least one (1) member and not less than 25% of the member(s) of the Board of Directors for the Association shall be elected by Members;
- (c) No later than 60 days after the conveyance of 50% of the Lot(s) to Owner(s) of the Lot(s), other than Declarant, not less than 1/3rd of the Board of Directors for the Association shall be elected by the Members;
- (d) Not later than the earlier of (i) seven (7) year after the date of the initial conveyance of a Lot to an Owner, other than to the Declarant; or (ii) sixty (60) days after 75% of the Lot(s) have been conveyed by the Declarant to an Owner, other than the Declarant; or (iii) two (2) years after the Declarant has ceased to offer Lot(s) for sale in the ordinary course of business of the Declarant; or (iv) two (2) years after any development right to add additional and/or new property to the development was last exercised by the Declarant, all members and officers of the then existing Board of Directors for the Association as appointed by the Declarant shall immediately resign such offices and position and the Board of Directors and/or Executive Board of the Association shall be entirely elected by the then Members, including the Declarant as such Member.
- (e) Notwithstanding the foregoing, the Declarant may voluntarily surrender the right reserved above and give up the Declarant's right of appointment and removal of any officer(s) and/or member(s) of the Board of Director(s) to the Association before the dates provided above in Section 3.3. In the event

that the Declarant elects to an early termination of its rights as reserved herein, such election shall only be for the unexpired period(s) above provided and shall not otherwise affect any additional periods of time. In addition thereto, all action(s) taken by the Association and/or its Board of Director(s) as reconstituted shall be subject to review and approval by the Declarant and no such action(s) as taken by the Association or its Board of Director(s), as reconstituted, shall have any effect unless and until such action(s) shall have been so approved, in writing, by the Declarant.

Section 3.4. "Joint Owners or Occupants". Where more than one adult person owns a Lot, and/or where more than one adult person occupies a Lot owned by another person or entity, the vote(s) appurtenant to such Lot shall be voted as an undivided, singular vote. Regardless of the allocation of such jointly held vote among the Occupant(s) and/or Owner(s), each Occupant and/or Owner shall be entitled to attend the annual and/or special meeting of the Association and to participate in the discussion of such matters during such meeting. Any vote cast, shall be final and irrevocable and not subject to withdrawal.

ARTICLE IV - Covenant for Assessments

Section 4.1. "Creation of the Lien and Personal Obligation of Assessments". The Declarant, for itself, and its heirs, successors and assigns, hereby imposes upon each Lot and the Property and/or Properties, as the case may be, and every Owner and Occupant an obligation for such payment of such assessment, annual, special or otherwise. Each Owner of any Lot by the acceptance of any deed therefore, regardless of whether said deed shall expressly state such obligation or covenant therein, shall be deemed to have covenanted and agreed to pay the assessments as imposed and levied, together with interest thereon, all costs of collection including, but not limited to, reasonable attorney's fees, by the Developer and/or Association, as and when created, from time to time, which assessments shall include but shall not be limited to:

- (1) Any and all annual assessments and charges for the Open Space and Detention Facilities;
- (2) Any and all special assessments and charges for any and all for capital improvements, common benefits, special costs and expenses concerning the Open Space and Detention Facilities; and
- (3) Any other cost and expense authorized by the within Covenants and Declaration.

In the event that the Owner and/or Occupant fails to pay in full such annual, special or other assessment to the Developer and/or Association, as and when created, when said

comes due, then and in that event such assessment as remains unpaid together with interest thereon, all costs of collection, including without limitation, thereto, reasonable attorney's fees, shall, until paid in full, be a continuing charge and lien upon the Lot and property for which such assessment was imposed and assessed. Notwithstanding the right of the Developer and/or Association, as and when created, to lien any Lot for the nonpayment of Assessment(s) and charge(s), the Owner(s) and/or Occupant(s) shall not be relieved of the Owner(s) and/or Occupant(s) personal obligation and responsibility for payment thereof.

Section 4.2. "Purpose of Assessments". The assessments levied by the Developer and/or Association, as and when created, shall be used exclusively for the improvement, installation, construction, repair and replacement and maintenance and other general operation and maintenance costs (i.e. snow and ice removal, grass, landscape and tree maintenance, plan monument marker installation and maintenance etc) of the Property and/or Properties, as the case may be, the reasonable and necessary management, cost and expense of the Property and/or Properties, as the case may be, payment of real estate taxes and assessments and the insurance premiums for any and all fire, liability, casualty, hazard and other type of insurance as shall be required by the Developer and/or Association, as and when created.

Section 4.3 "Annual Operating and Maintenance Assessments". Maximum annual assessments shall, from time to time, be established by the Developer and/or Board of Directors of the Association, as and when created, for the various membership classes, subject to the following restrictions:

(a) No Lot shall be assessed and subject to levy for common charges and assessment until such time as said Lot is ready for improvements thereon and there shall exist all utilities immediately adjacent to and available and a roadway shall be installed immediately adjacent thereto;

(b) **(Unimproved Lot Assessment)** While a Lot has available to it all utility lines, roadways, etc., but doesn't have constructed thereon permanent improvements or Living Units, the Lot shall only be assessed annually \$5.00 and there shall not be any additional or special assessment therefore, except the Developer shall be exempt from such assessment;

(c) **(Improved Lot Assessment)** A Lot assessed as an unimproved Lot shall be so assessed until whichever event shall occur first: (a) one year from the date of transfer of said lot from the Developer to the Purchaser thereof (Builder or Homeowner) or (b) thirty (30) days following the issuance of an Occupancy Permit by Pine Township for the improvements constructed upon the Lot, except the Developer shall be exempt therefrom; and

(d) Assessment under (c) shall relate fairly to the actual costs to the Developer and/or Association, as and when created, for the Open Space, Common Areas, Conservation

Easement Area, Conservation Areas, Woodlands and Detention Facilities and the attendant services thereto and benefit(s) generally derived by the Lot(s) or Living Unit(s).

Section 4.4 "Special Assessments". In addition to the annual assessments as authorized above, the Developer and/or Association, as and when created, may levy, from time to time, a Special Assessment:

(a) **"For Capital Improvements"**. The Developer and/or Board of Directors, as and when created, may authorize as Special Assessment where the Developer and/or Board of Directors shall require capital for any construction, reconstruction, repair or replacement of an existing or contemplated capital improvement upon the Open Space, Common Area, Conservation Easement Areas, Woodlands or Conservation Areas, and Detention Facilities, including fixtures and personal property related thereto; and every such Special Assessment shall have the assent and approval of the Members entitled to vote thereon for such special assessment and upon such majority assent and approval it shall be nonrevocable and shall be effective as long as the need for same shall exist.

(b) **"Reserves for Major Repairs and/or Replacements"**. The Developer and/or Board, as and when created, shall also be empowered to create a fund for the Open Space, Conservation Easement Area, Conservation Areas, Natural Areas, Woodlands, Common Area and Detention Facilities in such amount or amount(s), as the Developer and/or Board, as and when created, deems appropriate. An amount for such purposes as so determined shall be added to the regular assessments for operating and maintenance. The amount, however, shall be uniform as nearly as possible or adjusted equitably according to circumstances as the Developer and/or Board shall determine. The funds shall not be used for any other stated purpose without the approval of two-third(s) (2/3) of all votes of all Owners. The fund, however, shall be the sole and exclusive property of the Developer and/or Association, as and when created.

(c) **"Reserve for Addition to the Open Space"**. With the approval of two-thirds (2/3) of all votes of all Owners, the Developer and/or Board, as and when created, shall create a Special Reserve or fund for specifically identified additional improvements to the Open Space, Conservation Easement Area, Conservation Areas, Common Areas, Woodlands and Detention Facilities. It shall be funded, managed, used, and owned in all respects as is the fund under Section (b), above.

Section 4.5. "Necessary Approvals of Owners". The Developer and/or Board, as and when created, shall provide, in accordance with its By-Laws, as may be applicable, written notice to the Owner(s) and Occupant(s) of meetings called for the purpose of setting and assessing same. Such notice shall be sent to all Members not less than fifteen (15) days but not more than thirty (30) days in advance of such meeting. If there is not the required quorum, the Developer and/or President, as duly appointed or elected, as the case may be, may either postpone any action until there is a quorum or may declare the proposed action as rejected. A meeting without the

requisite votes needed for any proposed action may be continued for purposes of further discussion, planning, resolution and voting.

Section 4.6. "Uniform Rate of Assessment". Both annual and special assessments must be fixed at a uniform rate *only* in its separate classifications of voting rights and Member(s) and not between the separate classifications of voting rights and Member(s) (i.e.) it is permitted that the rate of assessment shall be different between Class A, Class B and Class Members). Such annual and/or special assessments may be collected on a monthly, quarterly, semi-annual or annual basis as the Developer and/or Board, as and when created, may determine, from time to time.

Section 4.7. "Effect of Nonpayment of Assessments - Remedies of the Association". All assessments under this Article are "assessments" and any assessments not paid and delinquent for thirty (30) days after the due date shall have added thereto interest thereon as set and determined by the Developer and/or Association, as and when created; and all reasonable attorney's fees and expenses actually incurred by the Developer and/or Association, as and when created. In addition to the Developer and/or Association's, as and when created, right to impose upon a Lot, a lien for nonpayment, the Developer and/or Association, as and when created, may bring an action at law against the Owner to pay the same. No Owner may waive or otherwise be relieved from liability from the assessment provided for herein by non-use of the Open Space or Common Area or abandonment of the Owner's Lot. The Developer and/or Board, as and when created, may also impose such late charges as it deems appropriate.

Section 4.8. "Subordination of the Lien to Mortgage". The lien of the assessments provided for herein shall be subordinate to the lien of any first lien purchase money mortgage. The sale or transfer of any Lot by its Owner shall not affect any assessment or lien for such assessment. A bona fide sale or transfer of any Lot pursuant to or in lieu of mortgage foreclosure to the Owner's Mortgage Lender shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. Subject to Section 5314(b) of the Act, which provides that the lien for the unpaid common assessments that came due during the six (6) months immediately preceding institution of an action to enforce collection of a lien against a Lot by a judicial sale shall not be divested only to the extent that the six (6) months unpaid assessments are paid out of the proceeds of the judicial sale. However, no sale or transfer shall relieve such Lot from liability or the lien thereof for any assessments thereafter becoming due, following the judicial sale or deed in lien thereof.

Section 4.9. "Exempt Property". All properties dedicated to, and accepted by, a local public authority, and **all properties owned by the Developer** and/or Association, as and when created, or by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania, to the extent provided by law, **shall be exempt from the assessments** created herein whether same shall be annual assessments or special assessments.

Section 4.10. "Miscellaneous". Nothing herein and in the Act shall be deemed a limitation upon assessments against the Lot or Owners.

ARTICLE V - Insurance

Section 5.1. "Owner's Coverage". The Owner shall be responsible for all forms of insurance on all of the Owner's interests, except on the Owner's interest in Open Space, Common Areas and Detention Facilities, and other assets of the Developer and/or Association, as and when created.

Section 5.2. "Association Coverage". The Developer and/or Board, as and when created, shall obtain and maintain the following insurance coverage, in form and content acceptable to the Developer and/or Board, as and when created:

- (a) liability coverage on property, equipment and persons;
- (b) coverage on real and personal property against casualty loss and other hazards, including but limited to "all perils";
- (c) such other coverages, including but not limited to, errors and omissions coverage for officers and such fidelity bonds as the Developer and/or Board, as and when created, may deem appropriate;
- (d) All coverages shall be with such insurers, in such forms, in such amounts, for such periods, and otherwise, as the Developer and/or Board deems prudent; and
- (e) All premiums and incidental costs for such insurance shall be deemed as an operating expense of the Association.

ARTICLE VI - Architectural Control

Section 6.1. "New Construction". All new Dwellings on the Property must be constructed by a contractor approved and/or designated by the Developer. In addition, two (2) sets of all plans and specifications showing the nature, kind, shape, dimensions, material and locations of the improvements and a survey and plot plan also showing the proposed improvement, the planting plan, sidewalk and walkway improvements and location thereof shall

be submitted to and approved in writing by the Developer, its successors and assigns, *prior to* the commencement of any construction on or upon a Lot. In the event that the Developer shall not approve such plans and specifications within thirty (30) days from its submission to the Developer, then and in such event, such failure to so approve the same shall be deemed a *denial* of such plans and specifications. Substantial construction must commence within six (6) months of the approval of the Plans and Specifications by the Developer.

Prior to any occupancy of any recently or newly constructed home or Living Unit on any Lot, the Owner of such Lot shall obtain from the Declarant or the Association, as and when created, a Certificate of Compliance that such Living Unit and/or the curbing, sidewalks and planting plans have been constructed and/or installed in accordance with the Declarant's construction approval.

Section 6.2. "Area Requirements and Restrictions, Material Restrictions, Construction Restraints and Controls". The Lot construction restrictions, if any, at the option of the Developer may be included in the Lot Purchase Agreement(s) with any prospective purchaser of any lot in the Plan(s) and for the Property. The inclusion or exclusion of such provision in any Lot Purchase Agreement shall not impose upon the Developer the obligation to include or exclude the same or similar provision in any other Lot Purchase Agreement.

The Declarant reserves the right to require certain Living Units having a minimum square footage of living space, as calculated by the Declarant or the Declarant's authorized agent or its assignee, as the case maybe, excluding therefrom any basement area, whether finished or otherwise.

- (a) **Two Story Homes:** All two (2) story homes shall have a minimum of 1,600 square feet of living space, excluding in the calculation thereof any porches, garages and basement areas; and
- (b) **Garages:** All homes shall have a minimum of one two (2) car garage, whether same shall be integral or attached. There shall not be any detached garages constructed upon any Lot.

Section 6.3. "Design and Material Approval Requirements". The Developer must approve the design and exterior building materials (brick, vinyl siding or a combination thereof) for each dwelling before construction may be started. All building(s) shall have a minimum of brick to grade.

Section 6.4. "Recorded Plan". All easements, restrictions, reservations and covenants as shown, depicted and mentioned in and on the recorded Plan are incorporated by reference and made a part hereof. All easements and rights of way as actually constructed and installed are incorporated by reference and made a part hereof.

Section 6.5. "Landscaping Approvals". All Lot(s) and all areas disturbed in connection with construction and all lawns shall be landscaped, seeded, sodded or planted with ground cover that will blend-in with the area within six (6) months following the issuance of an occupancy permit or during the next immediate growing season after the erection of the house on the lot, whichever event occurs first. All trees over six (6") inches in diameter as measured at a point two feet above the ground level shall, where possible, remain undisturbed unless located within ten (10') feet of the homesite or driveway. Each Lot Owner and/or builder for such Lot Owner shall plant the requisite number of maple trees, in such size, in such number (not to be less than three) and at such locations as required by the Township of Pine P. R. D. Planting Plan and all applicable municipal ordinances, rules and regulations pertaining to same, but in no event shall such maple trees be less than (2 ½ ") caliper diameter. Corner lots and certain other lots in the Plan shall require additional trees to be planted and located pursuant to the Township of Pine P. R. D. Planting Plan and the various ordinances, rules and regulations pertaining to same. All trees as so required shall be planted within (6) months of the completion of construction of the dwelling for such Lot. Each Lot in the Plan shall further be required to have a minimum of twenty (20) shrubs planted within six months of occupancy. All planting, seeding and sodding of lawns and landscaping shall be at the sole cost and expense of the Lot Owner or the Lot Owner's builder. The Lot Owner indemnifies and hold the Declarant harmless and indemnified against any costs, expenses, penalties, fines, assessments and attorneys fees which the Declarant may sustain by virtue of the Lot Owner or its builder's failure to comply with the Township of Pine P. R. D. Planting Plan and all municipal ordinances, rules and regulations pertaining thereto.

Section 6.6. "Additional Structures, Additions, Changes or Alterations". No building addition, fence, wall or other additional structure shall be commenced, erected or maintained upon the Lot, nor shall any exterior addition to, or change or alteration be made to any structure, including the dwelling, until the plans and specifications showing the nature, kind, shape, dimension, materials and location of the change, alteration or addition to be made, or structure to be added shall have been submitted to and approved in writing by the Developer as to harmony of external design and location in relation to surrounding structures and topography. In the event the Developer, or if applicable, said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans, specifications and landscaping plans have been submitted to it, approval shall be *deemed denied*. This section shall apply, to any changes, alterations or additions planned to be made to a dwelling after the original construction has been completed and to the initial landscaping approvals as provided above. Excepting, however, there shall be permitted an architecturally designed bath house, if used in connection with a swimming pool, an architecturally designed picnic shelter and an architecturally designed storage building not to exceed eight (8) feet by ten (10) feet by eight (8) feet high.

Section 6.7. "Other Restrictions".

(a) **No Occupancy:** No occupancy of an uncompleted dwelling shall be permitted. No occupancy of a basement or garage shall be permitted.

(b) **Street Light:** Prior to occupancy of a Living Unit, each Owner shall install an outside street lamp of a design approved by the Developer at a location approved by the Developer. Such exterior post lamp must be a luminated dusk to dawn with an electric eye device and must be hardwired in accordance with the applicable building code. Such outside street post and lamp shall be purchased and installed by the Lot Owner, at the Lot Owner's sole cost and expense. In certain instances where the electric outside street lamp is not used, an approved gas burning post light may be installed in lieu of the electrical outside street lamp.

(c) **Mailbox:** The design of all mailboxes, newspaper receptacles and outside brass house numbers must be approved by Developer and must be located in accordance with the Developer's approval and postal regulations. All mailboxes, newspaper receptacles and brass house numbers must be purchased and installed at the Lot Owner's sole cost and expense.

(c) **Driveways and Walkways:** Within two (2) months, weather permitting, but in any event, no later than six (6) months from occupancy of a dwelling or Living Unit, all driveways and turning aprons and walkways must be completed with an approved surface materials. All driveways and turning aprons shall be constructed with concrete or asphalt or any other material as may be approved by Developer. No dirt, gravel or slag driveways and aprons will be permitted. All walkways and sidewalks shall be constructed with concrete. Precast concrete stepping stones shall not be permitted as walks, walkways, sidewalks or driveways. All sidewalks shall be constructed in accordance with all applicable rules, regulations, or ordinances of plans of the Township of Pine and all construction plans as approved by the Declarant.

(e) **Retaining Walls:** All retaining walls must be constructed of approved materials such as new landscaping and/or railroad ties, brick, stone or a combination thereof

(f) **Debris:** All debris resulting from excavation, construction and/or grading of each Lot must be promptly removed by the Builder or the Owner of the Lot. No debris, rubbish or scrap material may be placed or dumped on any Lot, Common Areas or Open Space in such Plan and/or any adjacent property owned by Developer as may be contemplated for phased development to this Plan.

(g) **Curbing:** Each and every Owner agrees to take reasonable caution to protect the asphalt street paving and the curbs. If any damage is done to these improvements and the Declarant is required to replace or repair said damage, the cost will be assessed the Lot

Owner whose Lot abuts said curbs or the paving that has been damaged. In the event it is impossible to determine who is responsible for such damage, the matter must be settled by binding nonappealable arbitration as provided herein. The Developer shall have the right at the time of, or after the grading of any street or roadway, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot immediately adjacent to such street or roadway, but there shall not be any obligation for the Developer to do so.

(h) **Drainage Easements:** No structure, planting or other material shall be placed or permitted to remain in any easement, swale or storm water channel which may change or divert the direction of any storm water run off or which may obstruct or retard the flow thereof.

(i) **Easement:** Each Lot within the Plan is hereby declared to have an easement over all adjoining Lots for the purpose of ingress, egress and regress to and from the dwelling erected on said Lot, and for the purpose of accommodating any encroachment due to engineering errors, errors in the original construction, settlement of the structure, roof overhangs, architectural or other appendages, required municipal side, front and rear yard requirements, drainage of rainwater from roofs or yards or other causes. There shall exist, and the right and obligations of Owners shall not be altered in any way by the foregoing encroachment or house settlement; provided, however, that in no event shall a permanent easement for encroachment be created in favor of the Owner or Owners or their heirs, successors, and assigns, such right if any shall merely be a license. In the event the residential structure is totally destroyed and thereafter repaired or rebuilt, the Owners of each Lot agree that the previous encroachment(s) shall not be re-established and the dwelling shall be reconstructed without any architectural, roof overhangs and other similar items.

(j) **Reservation of Easement:** The Declarant/Developer reserves unto itself, its successors and/or assigns an additional five (5) foot wide perpetual easement and right of way running parallel with the street roadway abutting each lot for the purpose of constructing, installing, replacing and/or repairing and the use and operation of any and all utility and appliances therefore.

(k) **Erosion and Sedimentation Control:** During construction of each dwelling or Living Unit in the Plan the Lot Owner or the builder therefore must place, construct and install on the Owner's Lot or elsewhere as directed an on-lot or off-lot sediment controls (i.e., silt fences and/or seeding and planting of vegetation) as required by the Declarant or the Township of Pine to prevent erosion and sediment from exiting the Lot and/or entering any street, roadway, stream, creek or subsurface water source. The Developer further reserves the right to require and/or impose additional restrictions or regulations hereto as the Developer and/or the Township of Pine may so desire.

(l) **Builder/Owner Construction:** The builder and/or Owner shall diligently prosecute the construction of the approved proposed improvements to the Lot and shall have constructed and erected thereon all framing and exterior coverings within six (6) months from the date of the issuance of a building permit by the Township of Pine.

ARTICLE VII - USE RESTRICTIONS - GENERAL REGULATIONS

Section 7.1. "Use Restrictions". The Property or Properties, as the case may be, is intended to be used for the following purposes, and its use is hereby restricted as follows:

(a) **"Lot and Dwelling Restrictions".** No Lot may be divided or subdivided into a smaller Lot, except by the Developer. The Developer's right to further subdivide any Lot is subject, however, to approval by the Township of Pine. No dwelling may be used for other than a single-family residence. Notwithstanding anything contained herein, the Developer or the Developer's assignee or a bulk purchaser of any Lots, have the right to use any dwellings owned by same for models and administrative offices, subject to all applicable rules, regulations and ordinances of the Township of Pine.

(b) **"Nuisances".** No noxious or offensive activity shall be carried on upon any Lot, Open Space and/or Property or Properties, as the case may be, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(c) **"Temporary Structures".** No structure of a temporary character, doghouse, trailer, tent, shack, garage, barn or other out-building may be erected or maintained on any Lot or the Property or Properties at any time, whether as a residence or otherwise, either temporarily or permanently, except by the Developer in completing the development of the Property or Properties, as the case may be, and as may be permitted by the Developer in the construction of a dwelling, subject, however, to the Township of Pine's approval.

(d) **"Signs".** No sign of any kind shall be erected on any Lot except one sign of not more than five (5) square feet advertising the Lot for sale or rent. Notwithstanding the above, the Developer shall have the right to have any sign or signs, in unlimited size, nature and number to advertise the Property and/or Properties, as the case may be, and the development and sale thereof, subject, however, to the Township of Pine's approval.

(e) **"Pets".** No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Dwelling on any Lot or any Open Space, Natural Area, Woodlands Area, Conservation Easement Area, Conservation Area, Common Area and Detention Facility, except that domesticated dogs, cats or other household pets may be kept in the Dwellings, subject to the rules and regulations as and when adopted by the Association, from time to time. All household pets must be kept leashed and under control when outside the Dwelling, in accordance with the laws of Allegheny County and the Township of Pine.

(f) **"Fences"**. All fencing must comply with the ordinances and regulations of the Township of Pine and all fencing material and the location thereof, must also be approved, in writing, by the Developer, its successors and assigns. There shall not be permitted any chain link or other metal-type fences.

(g) **"Garbage and Refuse Disposal"**. Trash and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed, from time to time, in rules and regulations by the Association and the Township of Pine. There shall be no discharge of toxic non-biodegradable substances into the storm sewers or open drainage ways on the Property or Properties and no toxic waste or hazardous substances shall be placed or stored upon the Common Areas, Open Spaces, Conservation Easement Areas, Conservation Areas or Natural Reserve Areas or Detention Facilities.

(h) **"Oil and Mining"**. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot or any part of the Property or Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or the Property or Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot or any part of the Property or Properties, Open Space, Common Area, Conservation Easement Areas, Conservation Areas and Natural Reserve Areas.

(i) **"Residential Use Only"**. All Lot(s) and dwelling shall only be used for residential purposes.

(j) **"Above Ground Swimming Pools"**. No above ground swimming pools may be installed on any of the Lots and all in ground swimming pools shall be installed in accordance with the ordinances and regulations of the Township of Pine.

(k) **"Antennas, etc."** Antennae, satellite dishes, antennae towers or any other device used for the purpose of receiving radio, electronic or television signals shall not be located in any Common Area, Open Space, Conservation Easement Areas, Conservation Areas, Natural Reserve Areas or Detention Facility, and shall only be located upon a Lot in an area where it is not substantially visible from any street in the Plan.

(l) **"Additional Environmental Matters"**. There shall be no filling, diversion, destruction, alteration, change or modification to any "Wetlands" which are within the Property, without the express written approvals of any municipal or governmental agency having jurisdiction over same. There shall not be any alteration, removal or destruction of any trees and vegetation from any and all areas designated as Conservation Easements, Conservation Areas, Woodlands or Natural Reserve Areas.

(m) **"Prohibited Vehicles"**. No commercial vehicle, boat, boat trailer, mobile home, house trailer, recreational vehicle, go-cart, snow mobile or other like motorized vehicle shall be used, operated, stored or placed upon any Lot or Open Space, Common Areas, Conservation Easement Area, Conservation Area, Woodlands or Natural Reserve Area or Detention Facilities within the Plan. Except, however, the Developer or its agent shall use or park any commercial vehicle(s) upon any part of the Property or Properties, including, but not limited to Open Space or Common Areas while the Developer shall be developing the Property or Properties.

Section 7.2. "Additional Rules and Regulations". The Developer or its successors or assigns may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Plan, Property or Properties, as the case may be, and for the health, comfort, safety, and general welfare of the Owner(s) and Occupant(s) of the Property or Properties, as the case may be. The undersigned reserves the right to alter, modify and/or change the within covenants and restrictions, from time to time, so long as such alteration, modification and change does not adversely or detrimentally affect the use and enjoyment of the Property, Properties, or Plan. All such Owner(s) and their heirs, successor and assigns covenant and agree to such future alteration, modification and change and irrevocably appoint the Declarant, their attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any document to effectuate such alteration, modification and change.

ARTICLE VIII - General and Miscellaneous Provisions

A. General Provisions

Section 8.1. "Enforcement". Notwithstanding the remedy provided in Section 2.4, the Developer and/or Association, as and when created, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by and under the provisions of this Declaration. Failure by the Developer and/or Association, as and when created, or by any Owner to enforce any covenant or restriction herein contained shall in no case be deemed an abandonment of or change in the same, or a waiver of the right to do so thereafter on the same or other circumstances.

Section 8.2. "Severability". Invalidation of any one or part of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8.3. "References". Unless the context clearly provides otherwise, all references to action by the Association shall mean action by its Board of Directors. All pronoun and other references shall be read and applied according to their context and circumstances.

B. Miscellaneous Provisions

Section 8.4. "Term". The covenants and restrictions of this Declaration shall run with and bind the Plan, Property or Properties until the 31st day of December, 2020, at which time such covenants shall automatically be extended for successive period of ten (10) years, unless during the last year of such initial term or any extended term of this Declaration is declared terminated by a duly recorded action of the Association approved by two-thirds (2/3%) percent of all of the Owners of all Lots in said Plan.

Section 8.5. "Amendment". This Declaration may be amended by an instrument signed by the Developer and Owner(s) of not less than two-thirds (2/3) of all Lot(s), provided that as to any matter herein which requires a greater approval shall not be changed as to such requirement, without itself being approved accordingly. Any amendment must be recorded and shall take effect immediately upon its recordation, or as may be otherwise provided therein. Excepting however, the Declarant shall have the right to amend this Declaration without any Lot Owner's approval and consent where Developer is developing and improving the Property and each particular Phase thereto.

The right of the Declarant to modify, change and otherwise alter the within Covenants and Restrictions shall not otherwise be limited or subject to Section 5210(e) or 5210(f) (relating to plats and plan); Section 5211(a) (relating to conversion and expansion of planned communities) and Section 5212(a) relating to withdrawal real estate.

Section 8.6. "Conflicts and Interpretations". In case of any conflict between this Declaration and the By-laws of the Association, as and when created, this Declaration shall control. Interpretations where necessary shall be made by the Board of Directors with due regard to the purpose and spirit of this Declaration.

In case of any substantial and material conflict between this Declaration, the By-Laws of the Association, as and when created, and any provision of the Pennsylvania Uniform Planned Community Act (68 Pa. P.S.A. Section 5101 et seq.) (the "Act"), then and in such event, the particular section or sections of the Act shall prevail and control.

Section 8.7. "Mortgages". Each Lot Owner shall have the right to mortgage or encumber only the Owner's Lot. The lien thereof, and any foreclosure thereon shall, however, include the Lot and all rights, obligations, terms and conditions generally hereof as same relate to the Lot, and the Owner(s) thereof.

Section 8.8. "Limitations on Uses of Open Space". All Open Space shall be limited in use to and for, and only for, parks and recreational purposes and such other purposes as authorized by the Developer and/or Association, as and when created, or its Board of Directors,

as and when created, subject, however, to the provisions of this Declaration, and for such other uses as are provided by this Declaration.

Section 8.9. "Common Benefit". These covenants, conditions and restrictions are made for the common benefit of all Owner(s) in said Plan which, by the acceptance of their respective deeds, shall be conclusively deemed to have accepted and agreed to these covenants, conditions and restrictions, so that if any Owner or Occupancy of any Lot or any Property or Properties should at any time violate or attempt to violate any of these covenants, conditions or restrictions, it shall be lawful for any person or persons owning a Lot or Lots in said Plan to commence and prosecute by any proceeding at law or in equity against such person or persons violating, or attempting to violate any such covenants, conditions and restrictions and to prevent him, her, them or it from doing so, and to recover damages for such violations, including, but not limited to: expenses, losses, and reasonable attorney's fees incidental for such action.

Section 8.10. "Severability". Invalidation of any one or part of these covenants, conditions and restrictions by any judgment, decree or court order shall in no way affect any of the other provisions of such covenants, conditions and restrictions which shall remain in full force and effect.

Section 8.11. "References". Unless the context clearly provides otherwise, all headings shall be for reference only and shall not otherwise alter, modify or change any substantive text or context.

Section 8.12. "Limitation of Action". No action to challenge the validity of any provision of the Declaration, the By-Laws or any action of the Declarant or the Board of Directors shall be brought or maintained more than one (1) year after such an enactment or promulgation of any provision or act.

Section 8.13. "No Consent Necessary". No consent of any Owner shall be necessary, in the judgment of the Declarant or the Board of Directors, as and when created, to cure any ambiguity of any provision of the Declaration or By-Laws, to correct or supplement any provision of the Declaration or By-Laws to correct any defective, missing or inconsistent provision thereof, or to otherwise conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in planned community or so-called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Board.

Section 8.14. "Modification and Alteration". No Owner or any builder or contractor may alter, modify or change any Lot, Common Area, Open Space, Natural Reserve or Woodland Area which would otherwise violate any term or provision of the Developer's Agreement of the

Township of Pine and the Developer, the terms of which are incorporated by reference and made a part hereof.

ARTICLE IX - Phased Development

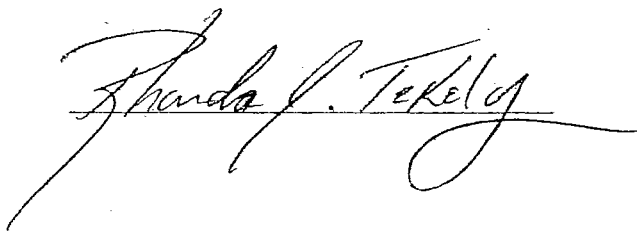
Section 9.1. "Phased Development Plan". Blue Heron Ridge Plan of Lots may be developed in Phases. The Declarant hereby explicitly reserves the right to add additional real estate to the effect of these Restrictions, in accordance with Section 5211 of the Act. The Declarant further explicitly reserves the right to convert any of the Property or Properties as is further consistent and allowable pursuant to Section 5211 of the Act. In the event that the Declarant, from time to time, shall acquire additional contiguous acreage, the Declarant, in its sole discretion, may add such additional property as the Declarant obtains for future inclusion in the Blue Heron Ridge Plan of Lots, **as may be allowable by the Township of Pine**. The Declarant reserves the right to change, replace or alter any design, arrangement, combinations, sizes, numbers or any other matters relating to any unsold Lots and Open Space presently owned by the Declarant or any Lots or Open Space retained by the Declarant over the period of the development of said property, as may be allowed by Pine Township. The Developer further reserves unto itself the right to alter, change, amend, add, replace, and delete any matter or item relating to any unsold lot, open space or the Property which may be required to meet the requirements or changes in construction and development technology. The Owners of such Lots in said Plan irrevocably appoint the Declarant as its authorized attorney-in-fact to make such changes so long as same shall not materially affect the Property and Plan.

Section 9.2. "Conveyance of a Lot Activates a Phase". These Covenants shall hereof apply to the Recorded Plan and shall become effective upon the recording and shall thereafter apply to each successive Phase as it is opened absolutely by the recording of the Plan for that Phase and by the conveyance of one or more lots in such phase.

IN WITNESS WHEREOF, the Declarant(s) has set its hands and seals to the within the 10th day of March, 2004, with the intent to be legally bound thereby.

WITNESS/ATTEST:

GIGLIOTTI, SIRERA & ASSOCIATES,
a Pennsylvania Limited Liability Company

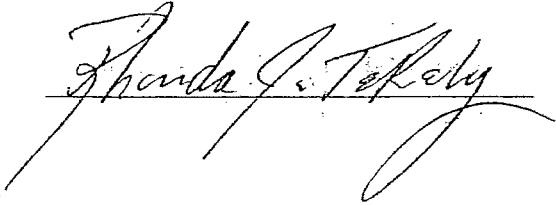
By: 
Gigliotti Holdings, a Family Limited
Partnership, a Pennsylvania limited partnership,
Dominic Gigliotti, General Partner

DM03014

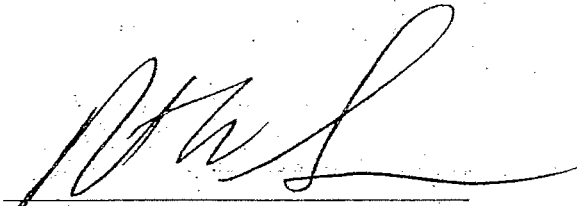
Blue Heron Ridge Covenants

5th draft

12-30-03



By:



Sirera Properties, a Limited Partnership,
a Pennsylvania limited partnership,
Robert Sirera, General Partner

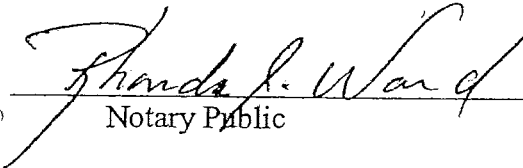
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Blue Heron Ridge Covenants
5th draft
12-30-03

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF ALLEGHENY)

On this 10th day of MARCH, 2004, before me, a Notary Public, the undersigned officer, personally appeared DOMINIC GIGLIOTTI, who acknowledged himself to be the General Partner of Gigliotti Holdings, a Family Limited Partnership, a Pennsylvania limited partnership, and that he as such General Partner, thereof being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as Managing Member of GIGLIOTTI, SIRERA & ASSOCIATES, LLC.

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


Notary Public

My commission expires:

Notarial Seal
Rhonda J. Ward, Notary Public
Pine Twp., Allegheny County
My Commission Expires May 9, 2005
Member, Pennsylvania Association of Notaries

DM03014
Blue Heron Ridge Covenants
5th draft
12-30-03

EXHIBIT "A"

Legal Description for
Blue Heron Ridge Plan of Lots P.R.D.
(to be attached)

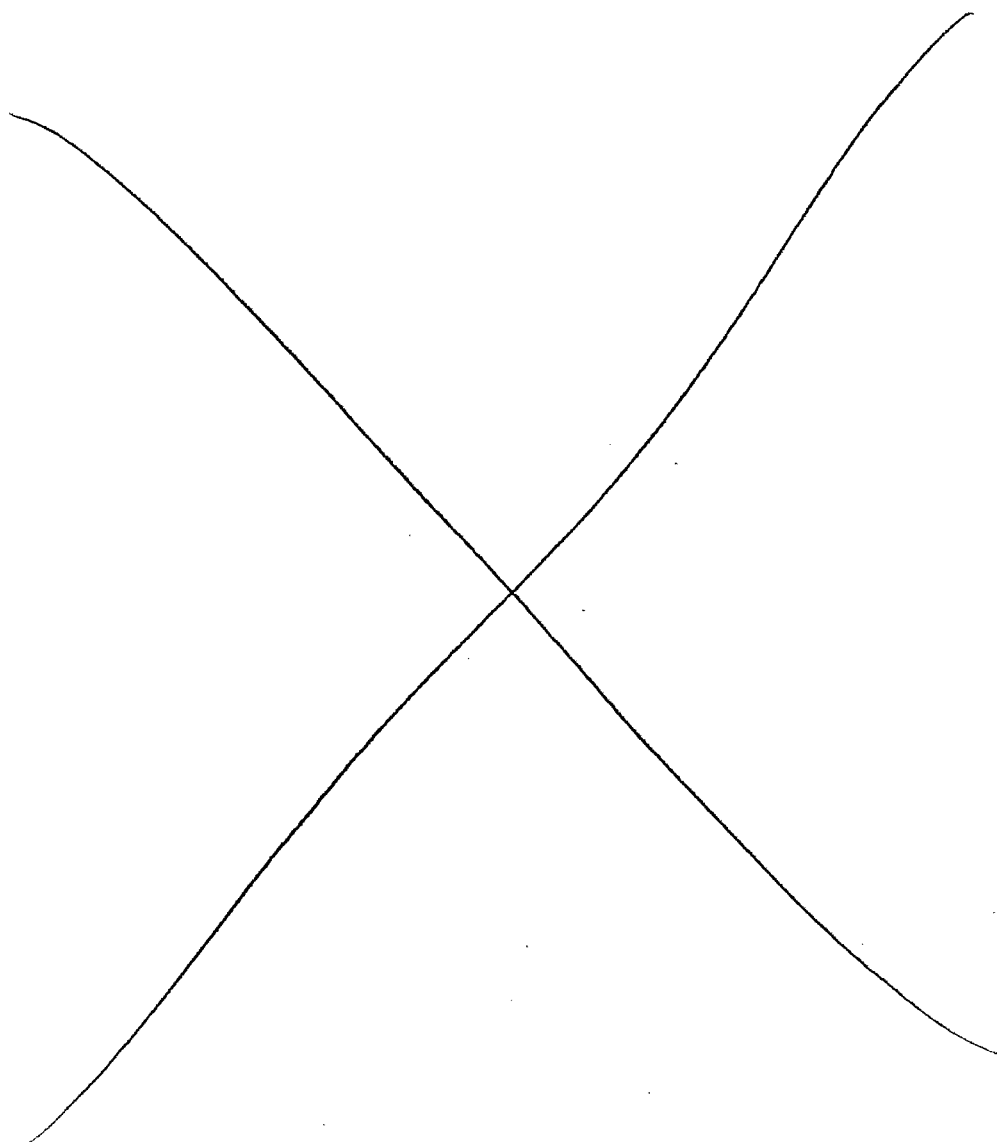


EXHIBIT "A"

- Wexford-Bayne Road, Pine Township, Allegheny County:

ALL that certain tract or piece of land situate in the Township of Pine, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a corner common to Lot No. 18 in the Wyckloe Plan of Lots (Plan Book Volume 77, pages 163-164) and lands now or formerly of Vincent Sabas, formerly Robert Parke; thence along the line of land now or formerly of Vincent Sabas and others formerly of Robert Parke, South $88^{\circ} 35' 55''$ West a distance of 1265.66 feet to a point on the line of land, now or formerly of Anne Driver Toumey, formerly Henry Kellion; thence along the same and lands, now or formerly of Harry Driver; North $2^{\circ} 26' 20''$ West a distance of 1170.11 feet to an iron pin; thence continuing along line of lands, now or formerly of Harry Driver, formerly Henry Kellion, South $84^{\circ} 31' 16''$ West a distance of 302.68 feet to a point on the line of lands, now or formerly of Emma A. Wright; said line being also the dividing line between the Township of Pine and the Township of Marshall; thence along same North $2^{\circ} 28' 00''$ West a distance of

1163.31 feet to a point on the southerly line of Wexford-Bayne Road; thence along the southerly side of Wexford-Bayne Road the following courses and distances:

- 1.) N $71^{\circ} 47' 33''$ E 20.92 feet;
- 2.) By a curve to the right having a radius of 1970.00 feet for an arc distance of 279.08 feet;
- 3.) N $79^{\circ} 54' 33''$ E 222.31 feet;
- 4.) By a curve to the right having a radius of 970.00 feet for an arc distance of 333.23 feet;
- 5.) S $80^{\circ} 24' 27''$ E 202.52 feet;
- 6.) By a curve to the left having a radius of 1030.00 feet for an arc distance of 227.86 feet;
- 7.) N $86^{\circ} 55' 03''$ E 67.00 feet to a point;

thence along property now or formerly of Penn Power Company the following courses and distances:

- 1.) By a curve to the right having a radius of 1741.18 feet for an arc distance of 391.84 feet;
- 2.) S $05^{\circ} 26' 00''$ E 203.95 feet;
- 3.) N $73^{\circ} 51' 20''$ E 138.00 feet;
- 4.) N $03^{\circ} 21' 00''$ W 562.54 feet to a point

on the southerly side of Wexford-Bayne Road; thence along said southerly side of Wexford-Bayne Road by a curve to the left having a radius of 830.00 feet for an arc distance of 16.50 feet to a point on Lot No. 69 in the Wexford acres Plan of Lots (Plan Book Volume 43, pages 141-143); thence along the Wexford Acres Plan of Lots South $3^{\circ} 21'$ East a distance of 1206.54 feet to a point at the northwesterly corner of Wickloe Plan of Lots aforesaid; thence along the westerly line of said Wickloe Plan of Lots South $2^{\circ} 16' 40''$ East a distance of 1156.71 feet to a point on line of land now or formerly of Vincent Sabas, formerly Robert Parke, aforesaid, at the point of beginning.

Containing 75.33 acres.

