

**Greenbriar Estates**  
**Exhibit "B"**

**Declaration of Covenants**

AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS AFFECTING GREENBRIAR ESTATES PLAN OF  
LOTS SITUATED IN MARSHALL TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

This Amended and Restated Declaration is made as of this 27 day of August, 1993 by Greenbriar Estates Homeowners Association, Inc., a Pennsylvania nonprofit corporation (the "Association"), by Precision Equities, Inc., a Pennsylvania corporation (the "Developer"), and by Brennan Builders, Inc., Heurich Construction, Inc., Allegheny Heritage Builders, Inc., William Scott Builder, Inc., Daniel R. Sosso Builder, Inc., Joseph Woytovich and L. Jean Woytovich, his wife, Maurice J. Lane and Lynn Ann Lane, his wife, Sam Rezzetano and Phyllis M. Rezzetano, his wife, Barry G. Stewart and Diane Q. Stewart, his wife, James Weber and Jill Weber, his wife, William E. McKeown and Laura McKeown, his wife, Wayne E. Kenneweg and L. L. Terry Kenneweg, his wife, James A. Totera and Elaine S. Totera, his wife, Gerard Sansosti and Paula Sansosti, his wife, Charles L. Pucevich and Maria V. Pucevich, his wife, William Urbaniak and Joann Urbaniak, his wife, and Gary McDaniel and Bridgette McDaniel, his wife (jointly the "Buyers") (hereinafter the Association, the Developer and the Buyers are sometimes referred to collectively as the "Declarants").

WHEREAS, Declarants are or represent all the Owners of the real property described in Article II of this Declaration and shown on the Greenbriar Estates Phase I Plan of Lots, as recorded with the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 165, pages 141-146, inclusive, and on the Greenbriar Estates Phase II and III Plan of Lots, as recorded with the Recorder of Deeds in Plan Book Volume 180, pages 1-14, inclusive (collectively referred to as the "Plan"), which Developer is developing as a 165 lot residential community with various permanent open spaces and other common facilities for the benefit of said community; and

WHEREAS, Developer previously recorded a certain Declaration of Covenants, Restrictions, Easements, Charges and Liens Affecting Greenbriar Estates Phase I Plan of Lots Situated in Marshall Township, Allegheny County, Pennsylvania (the "Original Declaration") with the Recorder of Deed Book Volume 8592, page 632, affecting only Phase I of the Plan, and now desires to amend the Original Declaration to include Phases II and III and to make certain additional modifications thereto as are reflected herein; and

WHEREAS, the Buyers purchased certain Lots in Phase I of the Development after the recordation of the Original Declaration, and wish to ratify the Original Declaration and join in the amendment and restatement of the Original Declaration in order to subject their respective Lots to the provisions of this Declaration; and

WHEREAS, Declarants desire to provide for the preservation of the values and amenities in said community and for the maintenance of the open spaces and other common facilities; and, to this end, desire to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an entity to which should be delegated and assigned the powers of maintaining and administering the common facilities and improvements and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused the Association to be incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania for the purpose of exercising the aforesaid functions;

WHEREAS, pursuant to the terms of the Original Declaration and the Association's Bylaws, the Association is empowered, upon the requisite vote of the Members of the Association, to amend the Original Declaration; and

WHEREAS, at a special meeting of the Members of the Association, duly called and held on August     , 1993, the Association has, by the requisite majority of the votes cast at such meeting, approved the amendment and restatement of the Original Declaration in accordance with the terms and provisions of this Declaration, and authorized this Declaration to be executed on its behalf and duly recorded.

NOW THEREFORE, the Declarants, for themselves and their respective Members, successors and assigns, declare that the Original Declaration is and shall be amended and restated to read as set forth herein and that the real property described in Article II hereof and more particularly described in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and the same shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any supplement or amendment thereto shall, unless the context otherwise requires, have the meanings set forth below:

(a) "Properties" shall mean and refer to that certain real property, including both the Lots and the Common Areas (but excluding Lot No. 40 and those areas dedicated to public use for streets or roads, and accepted as such), as is subject to this Declaration and which is described on Exhibit "A".

(b) "Owner" shall mean and refer to the record owner of fee simple title to any Lot, including the Developer with respect to any unsold Lot. Every Owner of a Lot shall be treated for all purposes as a single Owner for each Lot held, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety, a majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.

(c) "Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article III.

(d) "Development" shall mean Greenbriar Estates Plan of Lots, a 165 lot single family residential development being constructed on the Properties and consisting of Phase I containing 40 Lots, Phase II containing 54 Lots and Phase III containing 71 Lots.

(e) "Developer" shall mean and refer to Precision Equities, Inc., a Pennsylvania corporation, and its successors and assigns, if such successors and assigns should acquire an undeveloped portion of the Properties from the Developer for the purpose of development.

(f) "Common Properties" or "Common Areas" shall mean and refer to those areas of land together with the facilities thereon, as are designated as such on the Plan, so long as they are owned by the Developer or the Association. The Common Areas are intended to be devoted to the common use and enjoyment of the Members of the Association as herein defined, and are not dedicated for use by the general public.

(g) "Lot" shall mean and refer to any of the plots of land identified as Lot Nos. 1 through 39, inclusive, in Phase I, Lot Nos. 201 through 254, inclusive, in Phase II, and Lot Nos. 301 through 371, inclusive, in Phase III, on the Plan, intended and subdivided for residential uses, but shall not include the Common Areas or any area dedicated to public use for streets or roads.

## ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all that certain plot, piece or parcel of land situate, lying and being in Marshall Township, Allegheny County, Pennsylvania, being more particularly bounded and described in Exhibit A annexed hereto.

### ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Classes. The Association shall have two (2) classes of membership interest.

Class A--Class A Members shall be all Owners of Lots, with the exception of the Developer and its successor. Each Class A Member shall be entitled to one (1) vote irrespective of the number of Lots it owns.

Class B--Class B Members shall be the Developer or its successor who owns any Lots. Each Class B Member shall be entitled to one (1) vote for each of the Lots it owns.

The Class B membership shall cease to exist and shall be converted to Class A membership on the happening of the earlier of the following events:

- (a) When eighty-five percent (85%) of the Lots in the Development are sold to Class A Members.
- (b) Ten (10) years from the closing of transfer of title to the first Lot.

An affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the sum of the members of Class A and Class B is required to amend this Declaration or the By-Laws of the Association.

When more than one person or entity holds a member's or leasehold interest (the "Interest") in any Lot, each vote attributable to the Lot shall be exercised as such persons mutually determine, but with the exception of cumulative voting employed in the election of Directors, not more than one vote per Interest may be cast with respect to any such Lot. No Member or lessee shall split or divide its votes on any motion, resolution or ballot other than in the cumulative voting procedure employed in the election of Directors. No Class A Member may cast more than one vote in any election irrespective of the fact that it owns more than one Lot.

### ARTICLE IV. PROPERTY RIGHTS IN THE PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. Prior to, contemporaneously with or subsequent to the creation of the Association or the conveyance of title to the first Lot on the Properties, the Developer shall convey to the Association legal title to the Common Areas; subject, however, to any mortgage given or to be given by the Developer to the lender which has provided or will provide financing in connection with the development of the Properties, and to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the Development, the Common Areas shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas shall include, but not be limited to common area landscape maintenance, maintenance of any common storm water and sanitary disposal systems owned by the Association prior to acceptance by the appropriate municipal agency, and maintenance of signs, outdoor lighting and fencing, if any.

The Developer hereby reserves all easements necessary to construct and maintain the various facilities (including but not limited to storm water detention facilities) it has heretofore contracted with the Owners to construct or may hereafter decide to construct on the Common Areas, if any.

This section shall not be amended, as provided for in Article XI, Section 2, to reduce or eliminate the obligation for maintenance, repair and use of the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its By-Laws to suspend the enjoyment rights of any Member in and to the recreational facilities of the Association for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, but in no event shall any such suspension preclude ingress or egress by the Owner to and from his Lot;

(b) The right of the Association to charge Members reasonable admission and other fees for the use of the Common Properties. This right shall not be exercised for a period of five (5) years from the recording of the Declaration and after this period only by a vote of sixty-six and two-thirds percent (66 2/3%) of the Members;

(c) The right of the Developer, if prior to the sale of any Lot, or the Association, if thereafter, to dedicate or transfer all or any part of that specific Common Area, described as Parcel A on the Plan, which contains 41.937 acres, abuts on the State Game Lands and surrounds Phase I of the Development on three sides (hereinafter the "Large Common Area") to any governmental body, not-for-profit corporation or public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Developer or the Members, as appropriate, provided that no such dedication or transfer by the Association shall be effective unless an instrument signed by Members and their mortgagees entitled to cast not less than fifty percent (50%) of the eligible votes has been recorded agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every Member at least ninety (90) days in advance of any action taken, or such notice is waived;

(d) The right of the Developer and of the Association to grant and reserve easements and rights-of-way, in, through, under, over and across the Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, natural gas, electric, telephone, cable television and other utilities, and the right of the Developer to grant and reserve easements and rights-of-way, in, through, under, over, upon and across the Properties for the completion of the Developer's work under Section 1 of Article V;

(e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas. The rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder; and

(f) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside in his home.

## ARTICLE V. DEVELOPMENT OF GREENBRIAR ESTATES

Section 1. Construction. Developer intends to build or cause to be built 165 single family homes on the land comprising the Lots.

Section 2. Easements. Developer does hereby establish and create for the benefit of the Association and for all Owners from time to time of Lots subjected to this Declaration and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(i) Right-of-way for ingress and egress by vehicles or on foot, as appropriate, in, through, over, under and across the streets, roads and walks in the Properties (as shown on the recorded Plan, as they may be built or relocated in the future) for all purposes;

(ii) Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Properties.

Section 3. Reservation of Easements. Developer reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Properties, for the purpose of completing its work under Section 1 of this Article V and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, storm water retention and drainage, cable television, telephone, electric, natural gas and other utilities and for any other materials or services necessary for the completion of the work. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, telephone, electric, natural gas, sewers and storm water drainage lines which may from time to time be in or along the streets and roads or other areas of the Properties. Finally, Developer reserves the right to continue to use the Properties and any sales offices, model homes, gate house, signs, recreation facilities, and parking spaces located on the Properties in its efforts to market homes constructed on the Properties. This paragraph may not be amended without the consent of Developer.

Section 4. Encroachments on Lots. In the event that any portion of any roadway, walkway, parking area, driveway, water line, sewer line, utility line, sprinkler system, building or any other structure as originally constructed by Developer encroaches on any Lot or the Common Areas, it shall be deemed that the Owner of such Lot or the Association has granted a perpetual easement to the Owner of the adjoining Lot or the Association as the case may be for continuing maintenance and use of such encroaching roadway, walkway, driveway, parking area, water line, sewer line, utility line, sprinkler system, building or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, driveway, parking area, water line, sewer line, utility line, sprinkler system, building or structure if same are constructed in substantial conformance to the original. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

## ARTICLE VI. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation. The Declarants, for each Lot owned by any of them within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association such assessments as are fixed by the Association's Board of Directors and assessed against the Members as hereinafter provided. All sums assessed by the Association but unpaid, together with such interest thereon as is hereinafter provided, shall be a charge on and a continuing lien upon the Lot owned by such Member against which each such assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties as a community and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Lots, including without limiting the foregoing, payment of taxes (if any) on the Common Properties, insurance thereon and repair, replacement and additions thereto, and the cost of labor, equipment, materials, services, management and supervision thereof.

Section 3. Assessments. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the

continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Member prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated among, assessed to and paid by the Members as follows:

Each Member shall pay a pro-rata share of said requirements in accordance with the following provisions:

(a) For expenses which relate to the Common Areas or to the operation of the Association generally, the Owner of each Lot shall be assessed an equal pro-rata share thereof in respect of each such Lot.

(b) For expenses which relate only to a particular Phase of the Development, the Owner of each Lot in such Phase shall be assessed an equal pro-rata share thereof in respect of each such Lot in such Phase.

The Developer's obligation for such assessments on unsold Lots (whether or not having homes built thereon) subject to this Declaration will be limited to the difference between the actual operating costs of the Association, including reserves on the Common Properties and the assessments levied on Owners who have closed title on their Lots. In no event, however, will the Developer be required to make a deficiency contribution in any amount greater than it would otherwise be liable for if it were paying assessments on unsold Lots. The sum due the Association from each individual Owner shall constitute an assessment of the Board of Directors and unpaid assessments shall constitute liens on the individual Lots, subject to foreclosure as hereinafter provided.

Section 4. Due Dates; Duties of the Board of Directors. All assessments shall be payable semi-annually in advance or as ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot and shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or his mortgagee, the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid charges due from such Member.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 of this Article VI, the Association may levy, in any assessment year, a special assessment (which must be fixed in accordance with subsection (a) of said Section 3), applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Effect of Non-Payment of Assessment, Personal Obligation of the Member, Lien, Remedies of the Association. If an assessment is not paid on the date when due, as fixed by the Board of Directors, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Member's Lot which shall bind such property in the hands of the Member, his heirs, devisees, personal representatives and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens on the Lot imposed by the taxing subdivision of any governmental authority, including but not limited to State, County and School District taxing agencies; and (b) all sums unpaid on any prior mortgage of record encumbering the Lot. The

personal obligation of the Member who was the Owner of the Lot when the assessment fell due to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate equivalent to the "prime rate" announced by Mellon Bank, N.A. or its successor from time to time and the Association may bring an action at law against the Member or former Member personally obligated to pay the same and may foreclose the lien against the Member's Lot. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the cost of the action.

Section 7. Quorum for Any Action Authorized Under Section 5. The quorum required for any action of the Members of the Association authorized by Section 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 5 of this Article VI, the presence at the meeting of Members in person or by proxy entitled to cast sixty percent (60%) of all the votes of the Association 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 in Section 5 and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty (60) days following the preceding scheduled meeting.

## ARTICLE VII. ARCHITECTURAL CONTROL

Section 1. Approval of Construction Plans. No dwelling shall be erected or constructed on any Lot until the building plans, home designs, blue prints, specifications and plot plan showing the location of such dwelling (the "Construction Plans") have been approved in writing as to conformity and harmony of external structures in the Development and as to location of the dwelling with respect to topography and finished ground elevation, by the Developer or its designated representative. Such approval shall not constitute any warranty, express or implied. In the event the Developer or its designated representative fails to approve or disapprove such design and location within sixty (60) days after said Construction Plans have been submitted to it, and if no suit to enjoin the erection of such dwelling or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of the Developer and of its designated representative, in respect of such review and approval of Construction Plans, shall cease on and after December 31, 1999. Thereafter, the approval described in this covenant shall be obtained from the Board of Directors of the Association in the manner described in Section 3 of this Article VII.

Section 2. Standards. The following standards shall be applicable to all Lots:

(a) Any dwelling constructed in the Development shall have a foundation area (measured in square feet) not less than that set forth below for the type of construction and the Phase in which such dwelling is located:

| <u>Type</u> | <u>Phase I</u> | <u>Phase II</u> | <u>Phase III</u> |
|-------------|----------------|-----------------|------------------|
| Ranch       | 2,500          | 2,500           | 2,500            |
| Split Level | 2,500          | 2,500           | 2,500            |
| Split Entry | 2,500          | 2,500           | 2,500            |
| One & One   |                |                 |                  |
| Half Story  | 1,500          | 1,500           | 1,500            |
| Two Story   | 1,400          | 1,300           | 1,300            |



(b) All foundations shall be of an exterior building material approved by the Developer and shall extend to grade on all four sides of the dwelling.

(c) The front, sides and no less than forty (40) feet to the rear of the dwelling constructed on any Lot must be either seeded or sodded within six (6) months after completion of construction, or the next immediate growing season after completion of construction, whichever occurs first.

(d) All driveways on any Lot must be paved, as soon as weather conditions permit, after occupancy of the dwelling with either asphalt, concrete or a material approved by the Developer.

(e) No dwelling may be duplicated in its floor plan, exterior design or exterior finish within 500 feet of an existing dwelling on the same street or any connecting street in the Development.

(f) No basement, or garage or any structure other than the dwelling house for which the Construction Plans have been approved in accordance with the terms hereof, shall be used as a residence, either temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the construction thereof shall have been completed and an occupancy permit issued by the appropriate authorities.

(g) No debris incidental to work on any Lot may be placed on another Lot or in any Common Area. All debris must be removed by completion of the work to which it is incidental (or upon suspension of the work for any reason except brief temporary suspension).

(h) Easements shown on said Plan or any subsequent revision thereof are reserved for sewers, drainage, water and utility installations and maintenance and for such purposes and uses as may be shown on said Plan, as recorded.

(i) No boats, campers, trailers, mobile homes, motor homes, vans, construction equipment or trucks (after completion of construction), or vehicles of any purpose or design, other than automobiles or minivans, shall be parked or stored on the driveway or at any other location on any Lot which is visible from the street.

(j) No television antenna may be installed on the roof of any dwelling. All television satellite dishes, ham radio or CB radio antennas must be placed so as not to be visible from the street or from any other dwelling in the Development.

(k) No structure shall be erected or maintained on any Lot, other than one detached single family dwelling and its attached or integral garage, an in-ground swimming pool (but not an above-ground swimming pool), a bath house or picnic shelter aesthetically coordinated with the architecture of the dwelling, and paved driveways or roadways (either private or public); provided, however, that, prior to December 31, 1999, upon written approval of the Developer, any of the said Lots may be used and structures may be erected thereon and used for model, sample or display homes, real estate offices and real estate advertising displays and devices related to the Development.

(l) No building or any part thereof shall be erected nearer to the front lot line or nearer to the side street than the building setback lines shown on the said Plan as recorded, nor shall any building be erected nearer than current municipal requirements to the side line of any Lot. No structure other than paved driveways shall be erected on any Lot nearer to a street on which said Lot abuts than the nearest wall of the dwelling erected thereon. No fence shall be erected on any Lot nearer to a street upon which said Lot abuts than the nearest wall of the dwelling erected thereon. Any fence erected on any Lot shall be aesthetically coordinated with the architecture of the dwelling and shall not exceed a height of four (4) feet; provided however, that any fence built along a Lot line abutting the Large Common Area shall be of the chain link type, green or brown in color, and not more than three (3) feet high, or such other height as may be required by applicable Marshall Township ordinances.

(m) All roof drainage from any building constructed on a Lot shall be connected to a drain into, and only into, a sump located on such Lot or a storm water drainage system. Maintenance of any such sump shall be the responsibility of the Owner of the Lot which it serves.

The Developer shall have the right and authority to waive, change, alter, add to or modify any of the foregoing standards in respect of all of the said Lots or in respect of any one or more of said Lots, provided that such waiver, change, alteration or modification shall be made or granted prior to December 31, 1999 and that such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations of such waiver, change, alteration, addition or modification.

Section 3. Approval of Changes. From and after January 1, 2000, no building, fence, wall or other change in landscaping, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. A two-thirds majority of the Board of Directors or its architectural committee shall be required for approval of any addition, change, or alteration. In the event said Board, or its designated architectural committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specification have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. Notwithstanding the above, no change enumerated above to an individual home on a Lot shall be approved by the Board until a permanent Certificate of Occupancy has been obtained for that home. The provisions of this Section shall not apply to the Developer.

## ARTICLE VIII. EXTERIOR MAINTENANCE

Section 1. Common Area Maintenance. The Association shall be responsible for maintaining and repairing all of the Common Areas. The Association shall also be responsible for maintaining all signs, monuments and street lights in the Common Areas.

In addition to maintenance of the Common Areas and excluding those utilities owned or accepted by others, the Association shall provide maintenance of any common pipes, wires or conduits, if any are constructed in the future, located outside of any home, including common sewer and water lines. The cost of all of the aforementioned items of maintenance, repairs and services shall be paid for by the Association.

Section 2. Disrepair of Homes. In the event the Owner of any home on a Lot shall fail to maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors, the Association shall have the right, through its agents and employees to enter upon the Lot and to repair, maintain and restore the Lot and all improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject. Except in the case of an emergency, the Board of Directors shall afford an Owner with not less than thirty (30) days' notice, an opportunity to be heard and a reasonable period of time in which to take corrective action before ordering its agents to enter upon a Lot for maintenance or repair purposes pursuant to this section.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents and employees, shall have the right on reasonable notice to enter upon any Lot at reasonable hours, on any day except Saturdays, Sundays and holidays (except that in an emergency situation such notice need not be given and such work may be performed on Saturdays, Sundays and holidays).

## ARTICLE IX. INSURANCE

The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering the Association, each Member, lessee and occupant and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Areas. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Common Areas in an amount equal to their full replacement values and (b) workmen's compensation insurance. All insurance premiums for such coverage shall be paid for by the Association.

## ARTICLE X. USE OF PROPERTY

Section 1. Restrictions. The use of a Lot by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Association and the following covenants and restrictions:

(a) No part of the Properties shall be used for other than the housing and recreational purposes for which the Properties were designed. Each dwelling located on a Lot shall be used as a single family residence and for no other purpose.

(b) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept on any Lot, except that such number of dogs, cats or other household pets as may be permitted by applicable ordinance, law or regulation may be kept in a home; provided that such pets are not kept, bred or maintained for any commercial purposes and provided further that such pets shall not cause or create a nuisance or unreasonable disturbance. No unleashed animals shall be permitted upon the Common Areas. No animals may be tied and left unattended on the Common Areas or in the yard areas of the Lots. Each Owner shall be required to clean up after his pets at all times and shall be responsible for any damage to the Common Properties or any other Lot caused by his pets.

(c) No Owner shall make or permit any disturbing noises in any building or home, nor shall any noxious or offensive activity be conducted on any Lot, nor shall anything be done therein, either willfully or negligently, which may interfere with the peaceful possession, rights, comforts or conveniences of, or which may be or become any annoyance or nuisance to, the other Owners.

(d) No immoral, improper, offensive or unlawful use shall be made of the Properties nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) It is prohibited to hang garments, rugs, etc. from the windows or from any of the buildings or to string clotheslines on any Lot or Common Areas.

(f) The Board of Directors shall, at the request of the mortgagee of a Lot, report any delinquent assessments due from the Owner of such Lot.

(g) Regulations promulgated by the Board of Directors concerning the use of the Properties shall be observed by the Members, provided, however, that copies of such regulations are furnished to each Member.

(h) The Developer shall have the right to erect fences or gates on the Properties and to prohibit the placement of any fence on the Properties as long as it holds at least one Lot for sale. This paragraph shall not prohibit the erection, repair or maintenance of perimeter fences around the exterior boundary of the Development.

(i) No person shall park a vehicle or otherwise obstruct any resident's use of or ingress or egress to any driveway or parking space.

(j) No Owner shall move, remove, add or otherwise change the landscaping on Common Areas. Each Owner is responsible for the landscaping and maintenance of his own individual Lot.

(k) The Common Areas shall not be obstructed, littered, defaced or misused in any manner.

(l) Every Member shall be liable for any and all damage to the Common Areas and the property of the Association, which shall be caused by said Member or such other person for whose conduct he is legally responsible.

(m) The failure by any Member or the Association to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Association or such Member.

(n) No part of the Properties may be further subdivided so as to result in the creation of more than the current number of Lots (i.e. - 165) in the Development, but further subdivision shall be permitted to adjust Lot lines, consolidate Lots, and/or create or move streets, roadways and rights-of-way (either public or private).

The Developer shall have the right to transfer to any other corporation, person or partnership, all of its rights and obligations hereunder. Upon such transfer and the assumption of such obligations by the transferee, the Developer shall have no further obligations hereunder. Upon the sale of a Lot by the Developer to an Owner, such Owner shall be deemed to have assumed all of the Developer's obligations hereunder in respect of such Lot and the Developer shall be released from such obligations.

Notwithstanding any other provision hereof to the contrary, all of the open space Common Areas reflected on the Plan shall be limited to passive recreation activities and no active recreation facilities (e.g.-swimming pools, ball fields, tennis courts or basketball courts) shall be constructed thereon without the prior consent of the Board of Supervisors of Marshall Township.

Without the prior consent of the Board of Supervisors of Marshall Township, no trees having a diameter of more than six inches (6") shall be cut down or removed from the Large Common Area, except for those whose removal is required to facilitate the construction, installation or maintenance of sanitary or storm sewers, storm water detention facilities, utility lines, hiking trails, picnic areas, etc.

## ARTICLE XI. GENERAL PROVISIONS

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to, the Association and the Owners of homes constructed on the Lots; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the Common Properties to the Rules and Regulations of the Association, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, any Member or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until December 31, 2015, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless

to change said covenants and restrictions in whole or in part. Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to the Properties by Section 2 of Article V or with respect to the Open Areas shall be perpetual, run with the land and shall survive any destruction, reconstruction and relocation of the physical structures unless said provision is abrogated by the unanimous written consent of all the Owners and approved by resolution of the Marshall Township Board of Supervisors or its successor. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Members holding not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the membership in the Association. Any amendment must be properly recorded to be effective.

Section 3. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate governmental body, public agency or utility 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 such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants, deeds or other documents applicable to the Properties, except as may be otherwise provided in this Declaration or said covenants, deeds or other documents, as the case may be, nor shall any other party under any such deeds, covenants or other documents be deprived of any rights thereunder on account of such disposition.

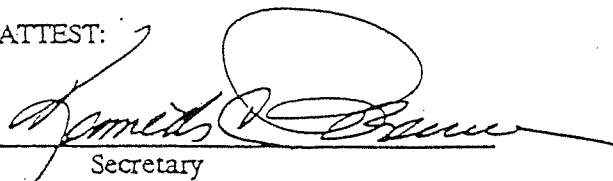
Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by first class mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Administration. The administration of the Association shall be in accordance with the provisions of the Association By-Laws which are to be adopted and may from time to time be amended by the Board of Directors of the Association.

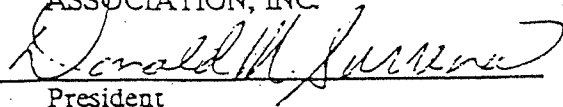
Section 6. Severability. If any provisions of this Declaration or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 7. Enforcement. The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions, and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

ATTEST:

  
Secretary

GREENBRIAR ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By:   
President

[Corporate Seal]

ATTEST:

*[Signature]*  
Secretary

[Corporate Seal]

PRECISION EQUITIES, INC.

By: *[Signature]*  
President

ATTEST:

*[Signature]*  
Secretary

[Corporate Seal]

BRENNAN BUILDERS, INC.

By: *[Signature]*  
President

ATTEST:

*[Signature]*  
Secretary

[Corporate Seal]

HEURICH CONSTRUCTION, INC.

By: *[Signature]*  
President

ATTEST:

*[Signature]*  
Ass. Secretary

[Corporate Seal]

ALLEGHENY HERITAGE BUILDERS, INC.

By: *[Signature]*  
President

ATTEST:

*[Signature]*  
Secretary

[Corporate Seal]

WILLIAM SCOTT BUILDER, INC.

By: *[Signature]*  
President

ATTEST:

*[Signature]* Sec.  
Secretary

[Corporate Seal]

DANIEL R. SOSSO BUILDER, INC.

By: *[Signature]* Pres  
President

EXHIBIT A

REAL ESTATE DESCRIPTION FOR GREENBRIAR ESTATES

ALL those certain parcels of land situate in the Township of Marshall, County of Allegheny and Commonwealth of Pennsylvania, being known as Greenbriar Estates Phase I and Greenbriar Estates Phase II and III, as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 165, Pages 141-146 and Plan Book Volume 180, Pages 1-14, respectively, and being further described as follows, to wit:

BEGINNING at a point on the easterly right-of-way line of Markman Park Road, S.R. 4047, said point being 30.00 feet from the centerline of Markman Park Road and common to said right-of-way line, the northwesterly corner of Lot No. 7 in Greenbriar Estates Phase I and land now or formerly of F. Ford, thence by the line of land of F. Ford, North 87° 39' 54" East, a distance of 313.43 feet to a point; thence by the same, North 06° 30' 14" West, a distance of 371.20 feet to a point common to lands now or formerly of F. Ford and of Oliver; thence by lands now or formerly of Oliver, North 83° 16' 35" East, a distance of 1260.36 feet to a point common to lands now or formerly of Oliver and the Brusca Plan of Lots as recorded in Plan Book Volume 125, Page 114; thence by the line of said Brusca Plan of Lots and lands now or formerly R.C. Miller and R. Miller, South 17° 45' 00" East, a distance of 707.10 feet to a point; thence by lands of said R. Miller, North 83° 37' 30" East, a distance of 758.64 feet to a point on the westerly right-of-way line of Mingo Road, S.R. 4051, 30 feet from the centerline thereof; thence by said right-of-way line, South 21° 37' 20" East, a distance of 522.15 feet to a point; thence by the same, South 20° 28' 35" East, a distance of 999.97 feet to a point; thence by the same, South 19° 06' 35" East, a distance of 199.25 feet to a point; thence by the same, South 17° 36' 35" East, a distance of 580.66 feet to a point on the line of lands of now or formerly F. Sevin; thence by lands of said F. Sevin, South 69° 29' 30" West, a distance of 205.49 feet to a point; thence by the same South 05° 35' 26" East, a distance of 324.67 feet to a point on the lands of the Commonwealth of Pennsylvania State Game Lands; thence by the line of said State Game Lands, South 82° 53' 59" West, a distance of 2851.60 feet to a point on the line of the Highwinds Farms Plan of Lots, as recorded in Plan Book Volume 111, Pages 88 and 89; thence by the line of said Highwinds Farms Plan of Lots, North 36° 42' 20" West, a distance of 775.63 feet to a point; thence continuing by the line of said Highwinds Farm Plan of Lots, North 19° 57' 20" West, a distance of 1152.53 feet to a point; thence by the same, South 82° 47' 40" West, a distance of 41.23 feet to a point on the easterly right-of-way line of Markman Park Road, 30 feet from the centerline thereof; thence by said easterly right-of-way line, North 36° 04' 40" East, a distance of 468.31 feet to a point; thence by the same, North 38° 44' 10" East, a distance of 551.00 feet to a point; thence by the same, North 00° 38' 06" West, a distance of 460.11 feet to a point at the place of beginning.

CONTAINING 216.01 acres

EXCLUDING therefrom Lot No. 40 in Greenbriar Estates Phase I and those areas dedicated to public use for streets or roads.

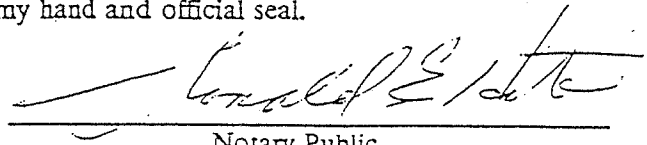
BEING part of the premises conveyed to Precision Equities, Inc. by (a) deed dated January 29, 1989 from Roy F. Johns, Jr., et ux. and recorded with said Recorder at Deed Book Volume 7958, page 101, and (b) deed dated May 31, 1989 from Robert J. Kaufman, et al. and recorded with said Recorder at Deed Book Volume 8033, page 30.

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

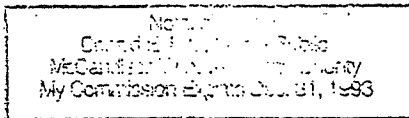
On this, the 27 day of <sup>Aug</sup> April, 1993 before me, a Notary Public, the undersigned officer, personally appeared Donald M. Surrena, who acknowledged himself to be the President of Precision Equities, Inc., a Pennsylvania corporation, and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

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



Notary Public

My Commission Expires:

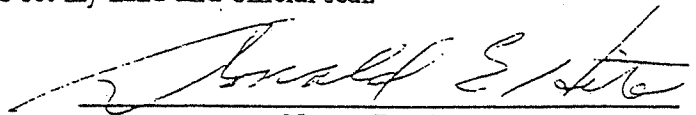


COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

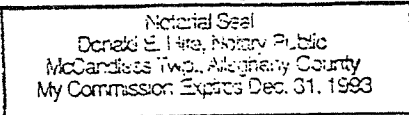
On this, the 27 day of <sup>Aug</sup> April, 1993 before me, a Notary Public, the undersigned officer, personally appeared Donald M. Surrena, who acknowledged himself to be the President of Greenbriar Estates Homeowners Association, Inc., a Pennsylvania nonprofit corporation, and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

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



Notary Public

My Commission Expires:

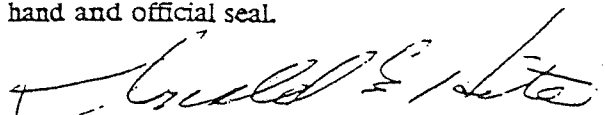


Member, Pennsylvania Association of Notaries  
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

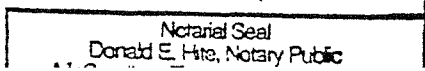
On this, the 27 day of <sup>Aug</sup> April, 1993 before me, a Notary Public, the undersigned officer, personally appeared Kenneth C. Brennan, who acknowledged himself to be the President of Brennan Builders, Inc., a Pennsylvania corporation, and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

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



Notary Public

My Commission Expires:



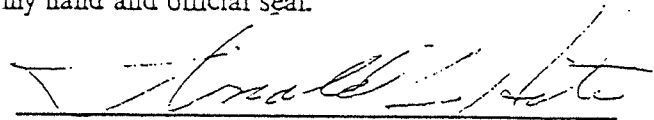


COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

On this, the 27 day of <sup>Aug</sup>~~April~~, 1993 before me, a Notary Public, the undersigned officer, personally appeared William E. Scott, Jr., who acknowledged himself to be the President of William Scott Builder, Inc., a Pennsylvania corporation, and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

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



Notary Public

My Commission Expires:

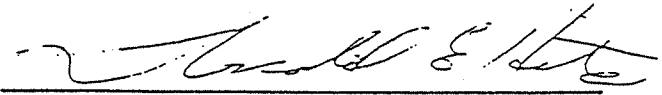
Notarial Seal  
Donald E. Hite, Notary Public  
McCandless Twp., Allegheny County  
My Commission Expires Dec. 31, 1993  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

On this, the 27 day of <sup>Aug</sup>~~April~~, 1993 before me, a Notary Public, the undersigned officer, personally appeared Daniel R. Sosso, who acknowledged himself to be the President of Daniel R. Sosso Builder, Inc., a Pennsylvania corporation, and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

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



Notary Public

My Commission Expires:

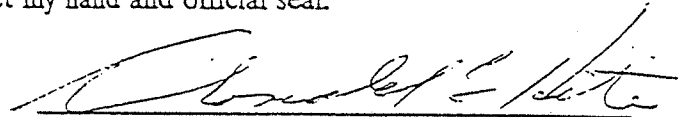
Notarial Seal  
Donald E. Hite, Notary Public  
McCandless Twp., Allegheny County  
My Commission Expires Dec. 31, 1993  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

On this, the 27 day of <sup>Aug</sup> ~~April~~, 1993 before me, a Notary Public, the undersigned officer, personally appeared Ronald R. Heurich, Jr., who acknowledged himself to be the President of Heurich Construction, Inc., a Pennsylvania corporation, and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

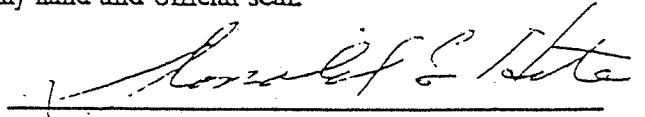
Notarial Seal  
Donald E. Hite, Notary Public  
McCandless, Allegheny County  
My Commission Expires Dec. 31, 1993  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

On this, the 27 day of <sup>Aug</sup> ~~April~~, 1993 before me, a Notary Public, the undersigned officer, personally appeared Paul J. Murphy, who acknowledged himself to be the President of Allegheny Heritage Builders, Inc., a Pennsylvania corporation, and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notarial Seal  
Donald E. Hite, Notary Public  
McCandless Twp., Allegheny County  
My Commission Expires Dec. 31, 1993  
Member, Pennsylvania Association of Notaries