

DM01025 - Covenants
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10-17-02

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GEORGETOWNE PLAN OF LOTS
PINE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

by

Gateway Land, L.L.C.

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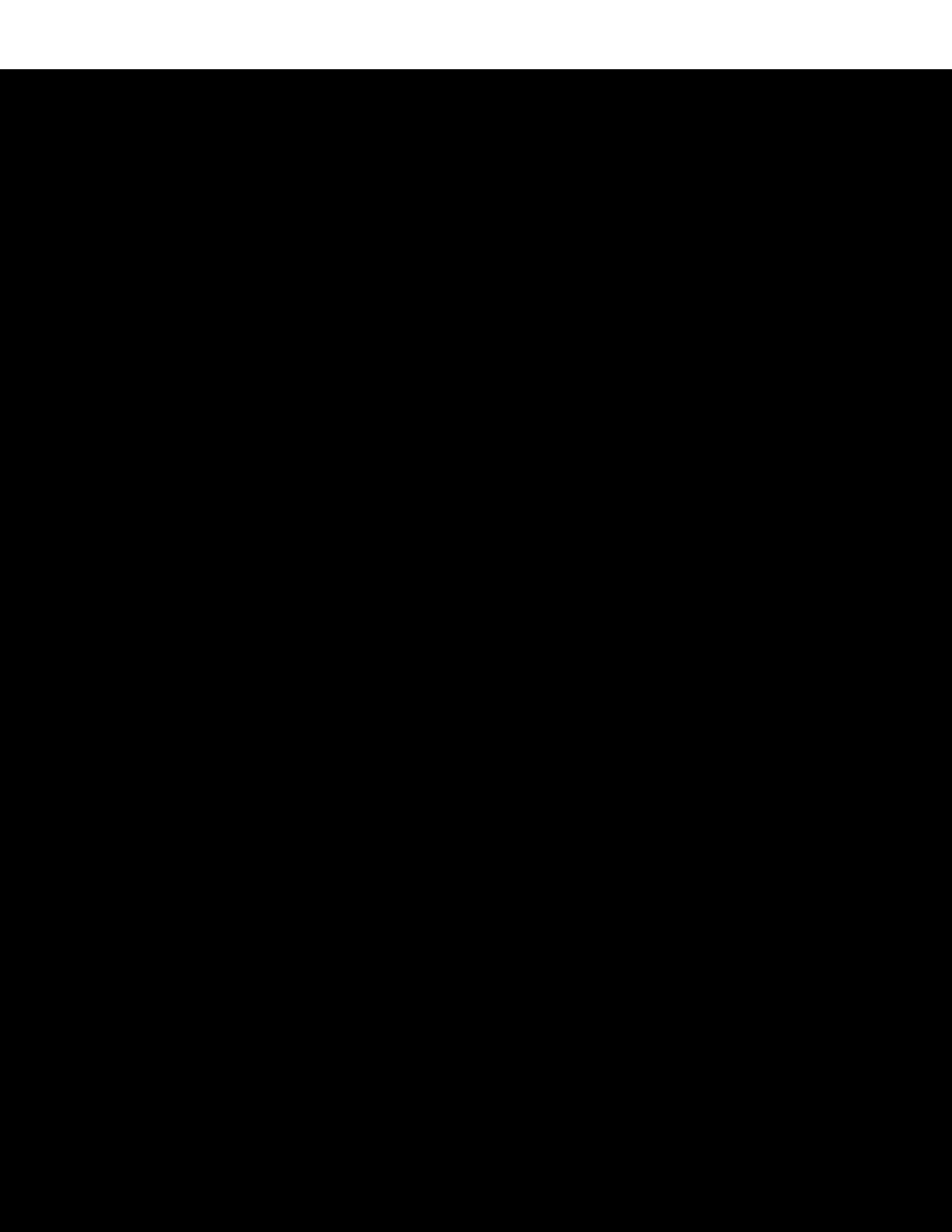
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made to be effective upon the date of its recording by **GATEWAY LAND, L.L.C.**, a Pennsylvania Limited Liability Company, 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 townhouse residential development under the name of **GEORGETOWNE PLAN OF LOTS** (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 the Township of Pine; 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 shall 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.

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Section 1.2. "Association" shall mean the incorporated nonprofit corporation known as the Georgetown Homeowner's Association, its successors and assigns, as and when organized, and except when 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 "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.

Section 1.6. "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 1.7. "Declarant" and/or "Developer" shall mean and refer to Gateway Land, L.L.C., 109 Gateway Avenue, Wexford, PA. 15090, its successors and assigns.

Section 1.8. "Living Unit" shall mean and refer to any structure or dwelling or to 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 residence.

Section 1.9. "Lot" shall mean and refer to any designated area or 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 denoted as Open Space or Common Areas.

Section 1.10. "Members" shall mean those who are entitled to membership as set forth in Article III of this Declaration.

Section 1.11. "Occupant" shall mean the resident(s) of a single family structure or of a Unit, which shall include contract purchaser(s), lessee(s), and guest(s).

Section 1.12. "Open Space" shall mean all real property currently owned or as subsequently acquired by the Declarant, as shown or depicted on the approved and recorded Plan, 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

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and Restrictions. The Open Space shall not be developed or used for any purpose other than for the common benefit of the Members.

Section 1.13. "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 1.14. "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 ___ Pages _____.

Section 1.15. "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 owned by Declarant and planned for development hereunder.

Section 1.16. "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 other laws, statutes or ordinances and such action shall have no effect upon the obligation for payment of any and all special and/or annual assessment charges;

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(f) For the imposition by the Association of special charges or assessments, which it solely 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 so long as same is not inconsistent with the prior municipal approval(s) of the Township of Pine and shall, where applicable, be with the prior written approval of the Township of Pine;

(h) For such action of the Association in the transfer by dedication and otherwise, at such time or times, and on such terms as it solely 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, so long as same is not inconsistent with the prior municipal approval(s) of the Township of Pine, and, where applicable, with the prior written approval of the Township of Pine;

(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, so long as same is not inconsistent with the prior municipal approval(s) of the Township of Pine; 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 existing 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

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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 affected 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.

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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 be 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 Units to the Unit Owners other than Declarant, Declarant shall have the right absolute and unqualified right to appoint and remove any and all officers and members of the Executive Board;
- (b) No later than 60 days after conveyance of 25% of the Units to Unit Owners other than Declarant, at least one member and not less than 25% of the members of the Executive Board shall be elected by Unit Owners, other than Declarant;
- (c) No later than 60 days after conveyance of 50% of the Units to Unit Owners other than Declarant, not less than one-third of the Executive Board shall be elected by Unit Owners, other than Declarant;
- (d) Not later than the earlier of: (i) seven years after the date of conveyance of a Unit to a person other than Declarant, or (ii) 60 days after 75% of the Units have been

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conveyed to Unit Owners other than Declarant, or (iii) two years after Declarant has ceased to offer Units for sale in the ordinary course of business; or (iv) two years after any development right to add new Units was last exercised, all members of the Executive Board appointed by Declarant and its then present and current officers shall resign and the Executive Board shall be elected by the Unit Owners; and

(e) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of any of the period referred to in Section 3.3. In that event the Declarant may do so, for the duration of the unexpired periods of Declarant control as otherwise provided in Section 3.3 above, all actions as thereafter taken by the Association or Executive Board, shall, however, be subject to the review and approval by the Declarant, and no such action as taken by the Association or Executive Board shall be of any effect unless and until said action(s) has been so approved 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.

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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 the 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, repair and replacement and maintenance 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) **(Improved Lot Assessment)** An Improved Lot shall be entitled to be assessed thirty (30) days following the issuance of an Occupancy Permit by Pine Township for the improvements constructed upon the Lot; and

Assessment under (b) shall relate fairly to the actual costs to the Developer and/or Association, as and when created, for the Open Space, Common Areas and Detention Facilities and the attendant service to the Open Space.

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

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existing or contemplated capital improvement upon the Open Space, Common Area 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, 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, Common Areas 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, in their respective the various membership classes, and may be collected on a monthly, quarterly, semi-annual or annual basis as the Developer and/or Board, as and when created, may determine.

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

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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, however, 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 the 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";

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- (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 - MAINTENANCE

Section 6.1. "Association's Responsibility". The Association shall maintain and keep in good repair the Common Areas. This maintenance may include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, all of the grass, landscaping, paving and any sidewalk and pedestrian trails within the Common Areas. The Association shall further maintain all Common Area of the Association, including all water and sewer pipes or lines located in, on or under the Common Area(s), to the extent that such facilities are not maintained by any public, private or municipal authority or utility company. The Association shall also maintain all drainage detention or retention facilities or areas to the extent such is not maintained by any governmental entity or authority and all roads and parking areas owned by the Association.

The Association shall also maintain any property outside of any Unit or lot within the Plan which was originally maintained by the Declarant or its affiliate.

The Association, in addition to the foregoing, shall have the right but not the obligation to maintain other property not owned by the Association, whether same shall be located within or without the Plan, if the Association determines that such maintenance would benefit all Owners.

In the event that the Association determines that the need for any maintenance, repair or replacement which is the responsibility of the Association is caused by or through willful or negligent act(s) of an Owner or the Owner's family, guest(s), lessee(s) or invitee(s), and is not otherwise covered by insurance, the Association may perform such maintenance, repair or replacement at the expense of such Owner and if not paid by such Owner such cost may be a lien pursuant to such applicable provisions of the within.

Section 6.2. "Owner's Responsibility". Each Owner shall be responsible for all of the maintenance, repair and replacement to his Lot. Each Lot Owner shall have sole and exclusive responsibility including but not limited to the following:

- (a) Replacing and repairing any windows or glass panes;

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- (b) Maintaining, repairing and replacing any pipes, ducts, wiring, cables, and conduits located within or on the Lot and/or servicing such Lot;
- (c) Maintaining and repairing any plumbing, heating, ventilation and air conditioning equipment line and appliance whether located within or on such Lot and/or servicing such Lot;
- (d) Maintaining and/or repairing all interior walls and surfaces including the interior portion of all exterior walls of any Unit;
- (e) Grass cutting, pruning and replacement of shrubbery and tree maintenance of all such items within the Lot;
- (f) Maintenance and repair of all walkways, service ways, and driveways located upon such Lot;
- (g) Snow and ice removal from all steps, stairs, stoops, walkways and driveways within such Lot;
- (h) All roof, roofing covering, structures and members thereof for such Unit or Lot;
- (i) All painting, caulking or other such maintenance to the exterior of such Unit;
- (j) Where applicable, an Owner shall be solely responsible for the maintenance and repair of any rear yard, patio or brick or wall enclosure; and
- (k) Any and all other costs and expenses pertaining to or associated with and other matter or items which is not otherwise maintained by or is the responsibility of the Association as provided in Section 6.1.

ARTICLE VII – Party Walls

Section 7.1. “General Rules Regarding Party Walls”. Each wall, which is part of the originally constructed wall on the dividing line between any Lot shall constitute a party wall. To the extent that same shall not be otherwise provided herein, the general rules of Pennsylvania Law regarding party walls, support thereof and liability therefore shall apply.

Section 7.2. “Sharing of Ordinary Party Wall Repair and Maintenance”. The cost of reasonable, ordinary and normal repair and maintenance of a party wall shall be shared equally by the adjoining Owners or in such other proportions as the Association may reasonably determine as circumstances may warrant.

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Section 7.3. "Repairs Due to Owner Fault". Any repairs or maintenance or replacement of any party wall or portion thereof which is damaged by any Owner or the Owner's family, guest(s), lessee(s) or invitee(s) and is not otherwise covered by insurance shall be the sole and exclusive obligation and responsibility of such Owner.

ARTICLE VIII - Use Restrictions - General Regulations

Section 8.1. "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 in accordance with the within and all applicable ordinances and regulations of the Township of Pine:

(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 has the right to use any dwellings owned by same for models and administrative offices, **subject to Pine Township's approval.**

(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 Pine Township'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 and all applicable signage ordinances, rules and regulations of the Township of Pine.

(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, 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 the County of Allegheny and the Township of Pine.

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(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 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 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 or Common Area.

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

(j) **"Swimming Pools"**. No in-ground or above-ground swimming or wading pools shall be installed on any Lot. Hot tubs or spas may be permitted to be installed in a Lot, provided same shall be located to the deck or patio portion of the Lot and further provided that such construction and installation plans are approved in writing by the Association and such installation and usage is in accordance with the applicable ordinances, regulations and rules 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 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.

(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 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

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limited to Open Space or Common Areas while the Developer shall be developing the Property or Properties.

(n) **"Patio/Balcony Prohibitions"**. Except for customary patio furniture on patios and/or balconies, no Owner shall place or store any personality or items on the patio or balcony areas appurtenant to the Owner's Unit nor shall such patio or balcony be decorated, painted or otherwise altered.

(o) **"Controls Relative to Trees and Natural Resources"**. No Owner may remove or prune any trees having a diameter of 6 inches or more (measured from a point two (2) feet above ground level) from any Lot without the express written authorization of the Association. The Association, in it's sole discretion may adopt and promulgate any other rules and regulation regarding the preservation of trees and other natural resources upon the Property.

(p) **"Outside Storage Areas and Accumulation"**. No lumber or other construction materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except customary and usual building materials in the course of normal and usual construction. Trash, garbage and other waste materials shall not be kept on any Lot except in sanitary lidded containers, as approved by the Association. No free standing or attached storage facility or out building(s) shall be permitted on any Lot.

Section 8.2. "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 Declarant 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 and such alteration, modification and change is not inconsistent with the prior municipal approval(s) of the Township of Pine and, where applicable, with the prior written consent of the Township of Pine. 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, as is provided above.

ARTICLE IX – Architectural Standards

Section 9.1. "Purpose Generally". The purpose of the provision as hereinafter set forth is intended to protect and preserve the property values in the Property by maintaining architectural and aesthetic harmony and compatibility among the Lot(s) and the structure erected thereon. The architectural controls and standards may be designed and applied to reflect that the structure(s) to be erected upon the Lot(s) are of varying sizes, topographies and location and that improvements and modification for one particular Unit may be inappropriate for another Unit.

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The Declarant and the Association, may therefore adopt and promulgate different standards for different Units to reflect the varying size and layouts of Units within the Property.

Section 9.2. "Architectural Standards".

(a) **"Construction, Alteration or Addition by Unit Owners"**. No Owner shall alter, modify or change their Unit without the prior written consent of the Declarant or the Association, as and when created or any Architectural Committee, as may be appointed. An Owner who so desires to alter, change, modify or construct any addition to any Unit shall first submit a written application on approved form with such supporting documentation, as shall be required, for such improvement to their Unit to the Declarant or the Association or its designee, as the case may be. The Declarant or the Association or its designee, as the case may be, shall have the right to veto or deny any such request and shall within thirty (30) days of its receipt render a final decision regarding such application. In reviewing any application, the Declarant or the Association or its designee, as the case may be, any consider any factor it deems necessary including but not limited to: aesthetic consideration, construction materials, harmony with existing buildings, Units and structures, the location in relation to surrounding Units, buildings and structures and the surrounding topography. No such approval shall be required for any construction, alteration, improvement, repair or addition made by the Declarant.

In the event that the Declarant or the Association, as and when created, or their respective designee, as the case may be, shall not approve, in writing, such application for alteration, construction and addition to a Unit, within 30 days from the date of its receipt of such application, unless same shall be otherwise extended, the application as submitted SHALL BE DEEMED "DENIED" without any need for any other action by the Declarant or the Association, as and when created or their respective designee, as the case may be.

(b) **"Fees and Charges"**. The Declarant or the Association, as and when created, or their respective designee, as the case may be, shall have the right, in the exercise of its review and discretionary powers hereunder to seek assistance from one or more independent consultant(s), engineer(s), inspector(s), attorney(s), architect(s) or other professional(s) and to asses and levy charges and fees to the Owner for such services.

(c) **"Appeal"**. An Owner shall have the right to appeal a decision of the Declarant or the Association or their respective designee, as the case may be. Such rights of appeal shall be made in writing within fourteen (14) days from (a) the date that the Declarant or the Association or their designee, as the case may be, has denied, in writing the Owner's application for such improvements, alterations or construction to the Unit or (b) the date such application shall have been deemed denied - the 31st day from the date that the application shall have been received by the Declarant or the Association, as and when created, or their respective designee, as the case may be. The time for such appeal shall be of the essence and no extensions shall be allowed. Such appeal shall be in writing and shall be submitted to the American Arbitration Association - Pittsburgh, PA or its successor in accordance with such rules,

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regulations and procedures of the American Arbitration Association- Pittsburgh or its successors as then in effect.

(d) **“Limitation of Liability”**. The review and approval of any application pursuant to this provision shall be made on the basis of aesthetic considerations and the other criteria as is provided in Section 9.2. Neither the Declarant nor the Association or its respective designee, as the case may be, shall have any responsibility for ensuring the structural integrity, soundness of construction or modification, or the compliance with any applicable building or construction codes, laws, regulation or rules, as then applicable. Neither the Declarant or the Association, as and when created or its designee, as the case may be, shall be responsible for or liable for any injury, damage, or loss arising out of or in any manner pertaining to the construction of the improvement, alteration or repair or the approval of same.

APPLICATIONS ARE NOT AND SHALL NOT BE APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY AND ANY SUCH APPROVAL OF SUCH APPLICATION (S) BY THE DECLARANT, THE ASSOCIATION, AS AND WHEN CREATED, OR ITS RESPECTIVE DESIGNEE, DOES NOT CONSTITUTE ANY APPROVAL OR RECOMMENDATION UPON THE SOUNDNESS OR CORRECTNESS OF THE STRUCTURAL INTEGRITY OR THE CONSTRUCTION OF SUCH CONTEMPLATED IMPROVEMENT(S), REPAIR OR ALTERATION. THE DECLARANT, THE ASSOCIATION, ITS MEMBERS OR THEIR RESPECTIVE DESIGNEE, DO NOT ASSUME LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DEFECTS OR DEFICIENCIES OF THE DESIGN OR CONSTRUCTION OF THE APPROVED APPLICATION WITH LIABILITY AND RESPONSIBILITY BEING EXPRESSLY DENIED. THE OWNER(S) HEREBY UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE AND HOLD THE DECLARANT, THE ASSOCIATION, AS AND WHEN CREATED, ITS MEMBERS, AND ITS DESIGNEE HARMLESS AND INDEMNIFIED FOR ANY INJURY TO PERSON OR PROPERTY AND ANY COSTS, EXPENSES, LIABILITY ASSOCIATED THEREWITH THAT MAY OR SHALL ARISE BY VIRTUE OF SUCH APPROVAL AND CONSTRUCTION.

(e) **“No Waiver of Future Approval”**. Each Owner acknowledges that the membership of the Association or the appointment of any designee(s) will change, from time to time and over time, and that the interpretation, application and enforcement of the architectural standards shall vary accordingly. Each Owner further acknowledges that the Declarant, the Association, or its respective designees may adopt, from time to time, different architectural standards for different sections of the Property. The approval by the Declarant, the Association, as and when created, and its designee, as the case may be, of any one particular application shall not constitute a waiver of any rights of the Declarant, the Association, as and when created, or its designee, as the case may be, of any future application.

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ARTICLE X - Easements

Section 10.1. "Owner's Easement of Enjoyment". Every Owner shall have the right and easement of use and enjoyment upon the common area which shall be appurtenant to and shall pass with the title to each Lot, as shall be applicable subject however, to the obligations and limitation as otherwise provided in this document, the Rules and Regulations and By-laws.

Section 10.2 "Declarant's and Association Reservation of Easement". The Declarant hereby reserves to itself, its successors and/or assigns and the Association, as and when created, its successors and/or assigns a blanket easement over, under, upon, in and on all Property and each and every Lot for access, ingress and regress as is necessary to permit the Declarant and the Association, their respective successors and/or assigns to perform and fulfill their respective obligation hereunder.

Section 10.3. "Acknowledgement of Encroachments and Implied Easements Therefore". It is acknowledged that there shall be erected certain townhouse or garden type dwelling Units upon a Lot and that there may exist possible structural encroachments, service facility encroachments, surface drainage and other types of circumstances which traverse and extend beyond any individual Lot onto another Lot or Lot(s) as the case may be. It is understood that in such event there shall exist a perpetual easement for such encroachment(s) and such easement(s) shall be of each and every kind of nature, as and where needed and shall run with the land. Each Lot shall be subject to such easement(s) and each Owner shall acquire title to the Lot subject to same whether or not such shall be stated in the Owner's deed or otherwise.

Section 10.4. "Easement by Declarant to prune or Trim Vegetation and Trees". The Declarant reserves unto itself, its successor and or assigned and the Association, as and when created, its successors and assigns an easement upon any Lot or portion of the Property to trim, prune or remove any hedge, planting, vegetation or tree which in the sole and unfettered opinion of the Declarant or Association, as the case may be, shall require trimming, pruning or cutting, provided however, that such Owner, where applicable, shall be giving prior written notice of such need for such trimming, cutting and/or pruning.

ARTICLE XI - General and Miscellaneous Provisions

A. General Provisions

Section 11.1. "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.

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Section 11.2. "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 11.3. "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 11.4. "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 three-fourths or seventy-five (75%) percent of all of the Owners of all Lots in said Plan.

Section 11.5. "Amendment". This Declaration may be amended by an instrument signed by the Developer and Owner(s) of not less than three-fourths (3/4) 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. Notwithstanding the foregoing, any amendment hereto which pertains to any municipal rule, regulation or ordinance or which pertains to any matter previously imposed by the Township of Pine shall only be so amended with the written consent of the Township of Pine. Any amendment hereto 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 11.6. "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.

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Section 11.7. "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 11.8. "Limitations on Uses of Open Space". All Open Space shall be limited in use to and for, and only for, parks and recreational purposes in accordance with the provisions hereof and the prior written approval(s) of the Township of Pine, and such other purposes as authorized by the Developer and/or Association, as and when created, its Board of Directors, as and when created, and the prior municipal approval of the Township of Pine, where applicable.

Section 11.9. "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 11.10. "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 11.11. "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 11.12. "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 11.13. "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.

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ARTICLE XII - Phased Development

Section 12.1. "Phased Development Plan". Georgetown 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 explicitly reserves the right to convert any of the Property or Properties as is allowable pursuant to Section 5211 of the Act. In the event that the Declarant, from time to time, shall acquire additional acreage, the Declarant, in its sole discretion, may add such additional property as the Declarant obtains for future inclusion in the Georgetown 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 the Township of Pine. 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, coupled with an interest, to make such changes so long as same shall not substantially and materially adversely affect the Property and Plan.

Section 12.2. "Conveyance of a Lot Activates a Phase". These Covenants, Conditions and Restrictions shall apply to the Recorded Plan and the Property and shall become effective upon its recording in the Recorder of Deeds Office for Allegheny County, PA and shall thereafter apply to each successive Phase, if any, as same shall be opened absolutely by the recording of the Plan for that Phase in the Recorder of Deeds Office for Allegheny County, PA and by the conveyance of one or more lots in such additional phase.

IN WITNESS WHEREOF, the Declarant has set its hands and seals to the within the _____ day of _____, 2002, with the intent to be legally bound thereby.

WITNESS/ATTEST:

GATEWAY LAND, L.L.C.,

By: _____

Managing and General Member

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EXHIBIT "A"

Legal Description for the Georgetown Plan of Lots

All that certain parcel of land, being Lot 302 in the L&M Associates Plan No. 3, situate in Pine Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the southerly right of way line of Wallace Road, State Route No. 4068, variable width, at the line dividing Lot 301 and Lot 302 in the L&M Associates Plan No. 3 as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 222, Pages 88 - 89; thence from said point of beginning by the southerly right of way line of Wallace Road N 72° 00' 20" E a distance of 63.38 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the left having a radius of 603.00 feet through an arc distance of 86.62 feet to a point on the line dividing Lot 302 and Lot 303 in said L&M Associates Plan No. 3; thence by the line dividing Lot 302 and Lot 303 in said L&M Associates Plan No. 3 the following three (3) courses and distances:

- S 26° 13' 28" E a distance of 16.90 feet;
- N 70° 28' 00" E a distance of 255.73 feet;
- N 52° 34' 09" E a distance of 239.68 feet to a point on the line dividing Lot 302 in said L&M Associates Plan No. 3 and lands now or formerly of Mickael J. Pfeifer;

thence by the line dividing Lot 302 in said L&M Associates Plan No. 3 and lands now or formerly of Mickael J. Pfeifer S 29° 00' 38" E a distance of 703.90 feet to a point common to Lot 302 in said L&M Associates Plan No. 3, lands now or formerly of Mickael J. Pfeifer and Lot 1 in the L&M Associates Plan No. 2 as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 206, Pages 42 and 43; thence by the line dividing Lot 302 in said L&M Associates Plan No. 3 from Lot 1 in said L&M Associates Plan No. 2 and Lot 3R in the Revised L&M Associates Plan No. 2 as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 217, Pages 196 and 197, N 89° 04' 18" W a distance of 452.02 feet to a point common to Lot 301 and Lot 302 in said L&M Associates Plan No. 3 and Lot 3R in said Revised L&M Associates Plan No. 2; thence by the line dividing Lot 301 and Lot 302 in said L&M Associates Plan No. 3 the following three (3) courses and distances:

- N 51° 15' 12" W a distance of 253.42 feet;
- N 63° 07' 25" W a distance of 284.62 feet;
- N 17° 59' 40" W a distance of 55.52 feet to a point on the southerly right of way line of said Wallace Road, at the point of beginning.

Containing an area of 283,673 square feet or 6.512 acres.

UNDER AND SUBJECT TO ALL